



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: June 6, 2019

Subject: Approval of Grants, Entitlements, and Other Income Agreements
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): Safe, Emotionally Healthy, Engaged Students; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Amari Watkins, Director, Accounting Services

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

| <u>Contractor</u> | <u>New Grant</u> | <u>Amount</u> |
|---|--|-------------------------|
| <u>HUMAN RESOURCE SERVICES</u> | | |
| Commission on Teacher Credentialing A19-00089 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$160,000 100% Match |
| 3/8/19 – 6/30/23: Teacher Residency grant funding will support District to develop a teacher residency pathway with an Institution of Higher Education that has a Commission-approved teacher preparation program to prepare special education, STEM, and/or bilingual residents. | | |
| Commission on Teacher Credentialing A19-00090 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$100,000 100% Match |
| 12/14/18 – 6/30/23: Local Solutions to the Shortage of Special Education Teachers grant funding will support District in implementing local solutions to recruit, prepare, develop support systems for, and retain special education teachers. | | |

EXPENDITURE AND OTHER AGREEMENTS

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|--|---|---|
| <u>ASSISTANT SUPERINTENDENT OF STUDENT SUPPORT SERVICES</u> | | |
| City Year SA20-00017 | 7/1/19 – 6/30/20: Third year of a three-year commitment to continue implementation of City Year's Whole School, Whole Child Model at Leataata Floyd, Fr. Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools. Program focuses on outcomes in three key areas: attendance, behavior, and course performance in English and Math. City Year will place fifty three (53) AmeriCorps members, ages 17-24, to serve in these schools throughout the school day (before, during and after school). | \$662,500 Title I Funds |
| <u>FACILITIES SUPPORT SERVICES</u> | | |
| AT&T R18-06741 | 7/1/18 – Completion of Services: The District will purchase digital audio, cameras, monitors, cabling and production switches and components using a piggyback of FOCUS Contract # 2101516 – Cooperative Purchasing Agreement between AT&T Corp., Inc. and Merced County. First increase is for sales tax. | Original Amount: \$459,484 Increase: \$32,679 New Total: \$492,163 Building Funds |
| <u>HEALTH SERVICES</u> | | |
| Maxim Healthcare Services, Inc. SA20-00029 | 7/1/19 - 6/30/20: First increase to contract for supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973. | \$300,000 Medi-Cal Billing Option Funds |

| | | |
|--------------------------------------|--|---|
| Rx Healthcare Services SA20-00030 | 7/1/19 - 6/30/20: First increase to contract for supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973. | \$150,000 Medi-Cal Billing Option Funds |
|--------------------------------------|--|---|

LEGAL SERVICES

| | | |
|--------------------------------|--|---|
| Lozano Smith LLP SA19-00053 | 7/1/18 – 6/30/19: General counsel services and other legal services as needed. | Original Amount: \$1,000,000 Increase: \$1,000,000 New Total: \$2,000,000 General Funds |
|--------------------------------|--|---|

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| ITEM | SITE/DEPARTMENT | TOTAL VALUE | DISPOSAL METHOD |
|--------------------------------|--------------------|-------------|-----------------|
| Monitors, Printers, Projectors | Health Professions | \$0.00 | Salvage |

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0108-418, Ethel I. Baker Asphalt Replacement
Bids received: May 24, 2019
Recommendation: Award to Martin General Engineering, Inc.
Amount/Funding: \$679,750; Measure Q Funds

| BIDDER | BIDDER LOCATION | AMOUNT |
|----------------------------|--------------------|-----------|
| Martin General Engineering | Rancho Cordova, CA | \$679,750 |
| McGuire and Hester | Alameda, CA | \$724,190 |

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Prop 39 HVAC Replacements, Lighting & Building Automation Control System Upgrades at 20 Sites
Recommendation: Award to Famand, Inc. dba IES/Sitelogiq
Amount/Funding: \$2,942,557; Prop 39 and Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited “Request for Proposals” by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine “best value”.

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

| Contractor | Project | Completion Date |
|--------------------------|--------------------------------|------------------------|
| Valley Precision Grading | West Campus Field Improvements | 5/1/19 |



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

April 15, 2019

Tiffany Smith-Simmons
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Notification of Intent to Fund

Teacher Residency Grant No. 42

Year 1 Grant Award Amount: \$ 160,000

Dear Tiffany Smith-Simmons:

The Commission on Teacher Credentialing (Commission) is pleased to notify you that your application for grant award pursuant to the *Request for Proposals Teacher Residency Grant* has been approved for **funding of an initial cohort of residents for the 2019-2020 school year**. You will be expected to implement this grant in accordance with the narrative, related activities, and timeframe described in your grant application.

The funding for Teacher Residency Grants is provided for a cohort of residents for the 2019-2020 school year, and is **potentially renewable** for additional cohorts in subsequent years contingent upon availability of state funding and adequate yearly progress in program implementation. The grant funds are intended to cover expenses incurred for this program as described in your approved grant application. The grant funds must be administered and expended in accordance with all provisions of state and local laws, regulations, and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.

As a recipient of Teacher Residency state grant funding, you agree to abide by all of the applicable provisions of the authorizing legislation *Section 39: Article 16 Teacher Recruitment, Retention, and Support* (attached Appendix A: Authorizing Legislation). The Commission would like to highlight the responsibility of the grantee with respect to ensuring that residents who are assisted by these grant funds understand and fulfill their statutory obligations. These obligations, as stated in the authorizing legislation, include but are not limited to (a) ensuring that residents sign an agreement with the LEA committing to work, upon receipt of the preliminary credential, in the grantee LEA for a period of four years, and (b) tracking each program participant over time to ensure the fulfillment of this obligation. The grantee will also be responsible for reporting to the Commission in the event a resident assisted by this grant program fails to earn a preliminary credential or meet the commitment to teaching, so that the Commission can confirm with the grantee the amount to be recovered from the resident. Grantees will also be responsible for accounting for and reporting on both the grant funds expenditures and the matching funds expenditures **by teacher resident assisted by this grant program**, as indicated in the approved budgets. Confirmation

that residency program has begun operation and names of Year 1 residency cohort members being served by the grantee's teacher residency program **will be due in October 2019**.

If you accept this grant award and agree to abide by the grant award conditions as indicated by this letter and reiterated in the attached Grant Award Terms and Conditions document, please review the Grant Award Certificate (GAC) and return three (3) copies with original signatures **as soon as possible** to the address provided on the attached GAC form. In addition, please also fill out and submit to contracts@ctc.ca.gov the attached W-9 form or the STD 204 form, as applicable to your institution type. Please note that the Commission cannot release funds to your agency without having the appropriate W-9 or STD 204 form on file. If you have any questions, please email contracts@ctc.ca.gov.

In order to be eligible for potential renewal of grant funding after 2019-2020, the grantee will be expected to make appropriate yearly progress in implementing the residency model, resulting in an increase of teacher residents recruited and served by the program according to the operational plan provided in the funded application. Applicants should note that as a further condition of receipt of this grant, the LEA grantee must agree to report outcome data as specified in the RFP, including but not limited to: the total financial support provided to each participating teacher resident from grant funding and from match/in kind funding; effectiveness in recruiting and retaining special education, bilingual education, and STEM teachers as applicable to the funded program design; teacher retention rates for program graduates; and best practices and lessons learned.

Funds will be distributed in two payments. The first payment will be 90 percent (90%) of the annual budget amount, and 10 percent (10%) of the annual budget will be held back, pending receipt of the required data report. The project period for the funds allocated for this grant is up to four years, from 2019 through June 30, 2023.

We look forward to working with you on this important effort to promote recruit and retain teachers. Your efforts will help provide additional qualified teachers for California public schools to address the teacher shortage.

Yours truly,

A handwritten signature in black ink that reads "Mary Vixie Sandy". The signature is written in a cursive, flowing style.

Mary Vixie Sandy
Executive Director



| PROGRAM INFORMATION | |
|--|--------------|
| Program Name | Grant Number |
| Program Director | Phone |
| Program Address | Fax |
| | Email |
| | County |
| PROGRAM DIRECTOR SIGNATURE SIGN HERE DATE | |

| AWARD INFORMATION | | | |
|--|--|-----------------------|----------------------------|
| TERM OF GRANT AGREEMENT | TOTAL GRANT | Payment 1 (90%) | Payment 2 (10%) |
| | | | |
| PROGRAM CATEGORY (CODE & TITLE) | | RESOURCE CODE 0000 | REVENUE ACCOUNT 4524000 |
| ITEM 63602010-0001 | AUTHORIZING STATUTE Education Code §44415 | | FISCAL YEAR 2018-2019 |
| COMMISSION PROGRAM CONSULTANT | PHONE NUMBER | EMAIL ADDRESS | |
| I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated within this section. | | | |
| Commission on Teacher Credentialing Signature | | | DATE |

| FISCAL AGENT INFORMATION | |
|--|------------|
| Fiscal Agent | Title |
| Organization Name/Mailing Address | Email |
| | Phone |
| | Fax |
| Contact person for daily operations | Phone |
| | Email |
| Signature below indicates acceptance of the grant award and an agreement to abide by the grant award conditions as described in the Grant Award Terms and Conditions Document. Throughout the duration of this grant term, questions can be directed to TeacherResGrants@ctc.ca.gov . | |
| FISCAL AGENT SIGNATURE _____ | Date _____ |

Return 3 completed forms with 3 original signatures to:

MAIL TO:

Funded Programs, Fiscal and Business Services
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213

Commission on Teacher Credentialing
Teacher Residency Grant Program
Special Terms and Conditions
March 2019

1. The Grantee must carry out its plan as indicated in the proposal and budget and as approved by the Commission on Teacher Credentialing (Commission). Commission staff will monitor evidence of progress in accordance with the funded proposal.
2. Grantee agrees to abide by the authorizing legislation (attached *Appendix A: Authorizing Legislation*) including, but not limited to, ensuring that teacher residents sign an agreement with the Local Education Agency (LEA) committing to work, upon receipt of the preliminary credential, in the grantee LEA for a period of four years, consistent with the requirements of the attached authorizing legislation. In the event a teacher resident fails to earn a preliminary credential or meet the commitment to teaching, the Commission shall confirm with the grantee the amount to be recovered from the resident.
3. Project funds are for the amount indicated under the “Award Information” listed on the Grant Award Certificate (GAC). All expenditures must be related to the activities in the approved proposal and budget. Any variation in budget category expenditures that exceeds ten percent (10%) of the total amount of the funded yearly program state budget requires prior approval from the Commission.
4. All approved funds for this grant must be legally obligated or expended by June 30, 2023. All funds not legally obligated or expended by June 30, 2023 must be returned to the Commission at the address below no later than September 30, 2023.
5. The Grantee agrees to submit reports and other data as required by the Commission. Further instructions regarding data collection and reporting will be provided by the Commission.
6. Expenditure reports will be used to account for and monitor funds expended within the program. A final expenditure report must be submitted as soon as all grant funds have been expended, but is due no later than September 30, 2023 to:
Commission on Teacher Credentialing
Fiscal and Business Services
Attn: Contracts
1900 Capitol Avenue
Sacramento, CA 95811-4213
7. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
8. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).
9. The Grantee agrees to be subject to examination and audit by the State Auditor General for a period of three years after final payment under this agreement or until audited by the State, whichever occurs first, and all records shall be available for inspection or audit upon reasonable notice by the State Auditor General. The Grantee shall furnish detailed itemization of, and retain all records relating to, direct expenses paid to the Grantee hereunder and which are incurred during the performance of this grant agreement. Such records shall be maintained for a period of three years after final payment

of this agreement or until audited by the state, whichever occurs first, and shall be available for inspection or audit upon reasonable notice by the State Auditor General.

10. The Grantee must sign three (3) originals of the Grant Award Certificate (GAC) and return to the Commission prior to issuance of the first funding allocation. State processing time once the signed copies have been received is about four to six weeks. Send the signed agreement to:
Commission on Teacher Credentialing
Fiscal and Business Services
Attn: Contracts
1900 Capitol Avenue
Sacramento, CA 95811-4213
11. Ninety (90) percent of the program year grant award fiscal allocation total will be sent within three months following receipt of the three (3) signed original GACs returned to the Commission. The second (final) allocation will consist of ten percent (10%) of the program year grant award fiscal allocation and will be sent following receipt of the grantee's required annual program report as specified by the Commission.
12. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds upon receipt of the final expenditure report.
13. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
14. The Grantee certifies that it possesses legal authority to apply for the grant and that the person identified as the official representative of the applicant is authorized to act in connection with the application and to provide such additional information as may be required.
15. Budget Contingency Clause:
 - a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

April 4, 2019

Cancy McArn
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95834

Notification of Intent to Fund

Local Solutions Grant No. LS #255

Year 1 Grant Award Amount: \$100,000.00

Dear Cancy McArn:

The Commission on Teacher Credentialing (Commission) is pleased to notify you that your application for a one-time grant award pursuant to the *Request for Proposals for Local Solutions to the Shortage of Special Education Teachers Local Solutions Grants Program* has been approved for funding. You will be expected to implement this grant in accordance with the narrative, related activities, and timeframe described in your grant application.

Funds allocated for this grant must be expended by June 30, 2023. The grant funds are intended to cover expenses incurred for this program as described in your grant application and are non-renewable. Please note that this funding cannot be carried over for use beyond the 2023 school year. The grant funds must be administered in accordance with all provisions of state and local laws, regulations, and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California. The grant funds must be expended in accordance with the proposed budget provided in your grant application. You will be responsible for accounting for both the grant funds expenditures and the matching funds expenditures as indicated in the submitted budgets.

If you accept this grant award and agree to abide by the grant award conditions as indicated in the attached Grant Award Terms and Conditions document, please review the Certification of Acceptance (GAC) form and return three (3) copies with original signatures **as soon as possible** to the address provided on the attached GAC form. In addition, please also fill out and submit to contracts@ctc.ca.gov the attached W-9 form or the STD 204 form, as applicable to your institution type. Please note that the Commission cannot release funds to your LEA without having the appropriate W-9 or STD 204 form on file. If you have any questions, please email contracts@ctc.ca.gov.

The grantee will be expected to make appropriate yearly progress in implementing the program planning process according to the plan provided in the funded application. Funds to grantees will be distributed in two total payments. The first payment will be ninety percent (90%) of the annual budget amount of the operational budget, and the second payment will be ten percent (10%) of the annual budget amount of the operational budget. The second payment will be provided to grantees after the program has submitted its required implementation report.

Please note that if an LEA is working with a partner IHE within the Local Solutions Grant Program, the IHE must have a Commission-approved teacher preparation program in the credential area(s) to be addressed within the grant program.

The report of outcomes of and lessons learned in implementing your Local Solutions Grant will be due to the Commission as soon as you have completed all activities relating to this grant, or by **June 30, 2023**, whichever comes first. Further information on the outcomes reporting process will be provided at a later date.

We look forward to working with you on this important effort to promote recruit and retain special education teachers. Your efforts will help provide additional qualified teachers for California public schools to address the teacher shortage.

Yours truly,

A handwritten signature in cursive script that reads "Mary Vixie Sandy".

Mary Vixie Sandy
Executive Director



| PROGRAM INFORMATION | |
|----------------------------|--------------|
| Program Name | Grant Number |
| Program Director | Phone |
| Program Address | Fax |
| | Email |
| | County |
| PROGRAM DIRECTOR SIGNATURE | DATE |

| AWARD INFORMATION | | | |
|--|---|------------------------------|-----------------------------------|
| TERM OF GRANT AGREEMENT | TOTAL GRANT | Payment 1 (90%) | Payment 2 (10%) |
| | | | |
| PROGRAM CATEGORY (CODE & TITLE) | | RESOURCE CODE 0000 | REVENUE ACCOUNT 4524000 |
| ITEM 63602010-0001 | AUTHORIZING STATUTE Education Code §44415 | | FISCAL YEAR 2018-2019 |
| COMMISSION PROGRAM CONSULTANT | PHONE NUMBER | EMAIL ADDRESS | |
| I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated within this section. | | | |
| Commission on Teacher Credentialing Signature | | | DATE |

| FISCAL AGENT INFORMATION | |
|--|------------|
| Fiscal Agent | Title |
| Organization Name/Mailing Address | Email |
| | Phone |
| | Fax |
| Contact person for daily operations | Phone |
| | Email |
| Signature below indicates acceptance of the grant award and an agreement to abide by the grant award conditions as described in the Grant Award Terms and Conditions Document. Throughout the duration of this grant term, questions can be directed to TeacherResGrants@ctc.ca.gov . | |
| FISCAL AGENT SIGNATURE _____ | Date _____ |

Return 3 completed forms with 3 original signatures to:

MAIL TO:

Funded Programs, Fiscal and Business Services
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213

Commission on Teacher Credentialing
Local Solutions Grants Program
Special Terms and Conditions
December 2018

1. The Grantee must carry out its plan as indicated in the proposal and budget and as approved by the Commission (CTC). CTC staff will monitor evidence of progress in accordance with the funded proposal.
2. Project funds are for the amount indicated under the “Award Information” listed on the Grant Award Agreement - Certification of Acceptance Form (GAC). All expenditures must be related to the activities in the approved proposal and budget. Any variation in budget categories that exceeds ten percent (10%) of what was submitted in the proposed budget requires prior approval from CTC.
3. All approved funds for this grant must be legally obligated or expended by June 30, 2023. All funds not legally obligated or expended by June 30, 2023 must be returned to the CTC at the address below no later than September 30, 2023.
4. The Grantee agrees to submit reports and other data as required by CTC. Further instructions regarding data collection and reporting will be provided by the CTC.
5. Expenditure reports will be used to account for and monitor funds expended within the program. A final expenditure report must be submitted as soon as all grant funds have been expended, but is due no later than September 30, 2023 to:
Commission on Teacher Credentialing
Fiscal and Business Services
Attn: Contracts
1900 Capitol Avenue
Sacramento, CA 95811-4213
6. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
7. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).
8. The Grantee agrees to be subject to examination and audit by the State Auditor General for a period of three years after final payment under this agreement or until audited by the State, whichever occurs first, and all records shall be available for inspection or audit upon reasonable notice by the State Auditor General. The Grantee shall furnish detailed itemization of, and retain all records relating to, direct expenses paid to the Grantee hereunder and which are incurred during the performance of this grant agreement. Such records shall be maintained for a period of three years after final payment of this agreement or until audited by the state, whichever occurs first, and shall be available for inspection or audit upon reasonable notice by the State Auditor General.

9. The Grantee must sign three (3) originals of the Grant Award Agreement and Certification of Acceptance (GAC) and return to the CTC prior to issuance of the first funding allocation. State processing time is about four to six weeks. Send the signed agreement to:
 - Commission on Teacher Credentialing
 - Fiscal and Business Services
 - Attn: Contracts
 - 1900 Capitol Avenue
 - Sacramento, CA 95811-4213
10. Ninety (90) percent of the grant award fiscal allocation total will be sent within three months following receipt of the three (3) signed original GACs returned to the CTC. The second (final) allocation will consist of ten percent (10%) of the grant award fiscal allocation and will be sent following receipt of the grantee's report of program outcomes.
11. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds upon receipt of the final expenditure report.
12. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
13. The Grantee certifies that it possesses legal authority to apply for the grant and that the person identified as the official representative of the applicant is authorized to act in connection with the application and to provide such additional information as may be required.
14. Budget Contingency Clause:
 - a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

SERVICES AGREEMENT

Date: June 6, 2019 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and City Year, Inc., a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116 (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide a scalable, centrally managed "Whole School Whole Child" model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate, by deploying 53 AmeriCorps Members ("Members") to five schools as follows:

Father K.B. Kenny K-8 = 8; Fern Bacon Middle = 12; Leataata Floyd Elementary = 8, Oak Ridge Elementary = 9; and Rosa Parks K-8 = 16.

Provide such additional Services pursuant the terms and conditions set forth in the attached Appendix A: Statement of Partnership, Appendix B: AmeriCorps Prohibited Activities, Appendix C: Data Sharing, Appendix D: Whole School Whole Child Services, Appendix E: City

Year and Leadership, Appendix F: AmeriCorps Member Training and On-Going Professional Development, Appendix G: Corporate Support for City Year and Appendix H: Extended Learning and After School Program Activities, all of which are incorporated by this reference as if fully set forth herein.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2019, and continue through June 30, 2020, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Total fee shall not exceed Six Hundred Sixty-Two Thousand, Five Hundred Dollars (\$662,500).

For provisions of services pursuant to this Agreement, Contractor shall provide documentation of \$100,000 in-kind match to the District.

Payment to Contractor shall be made within 30 days upon submission of periodic invoice(s) to the attention of Doug Huscher, Assistant Superintendent of Student Services, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) for a state and FBI check before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Contractor shall also obtain the ongoing notification service from DOJ and alert District within 24 hours of any notice received regarding any Contractor employee. Failure to provide such written certification before services begin, or

within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of that Party or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed, and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency; or (d) the Contractor does not receive adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Article 1 of this Agreement .

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 11. ASSIGNMENT.

Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Jessica Sulli, Contracts

Contractor:
City Year Sacramento
3400 3rd Avenue
Sacramento, CA 95817
Attn: Jeff Owen, Executive Director

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Chief Financial and Administrative
Officer
jgreenfield@cityyear.org

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in

connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the parties pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, a copy of which is attached in Appendix I: Vote of the Sacramento City Unified School District.

Executed at Sacramento, California, on the day and year first above written.



Sacramento City Unified School District

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

CITY YEAR, INC.

By: _____

Jorge A. Aguilar
Superintendent

By:

Jessica Greenfield
Executive Vice President & Chief Financial
and Administrative Officer

Date

Date

Appendix A: Statement of Partnership

Appendix B: AmeriCorps Prohibited Activities

Prohibited Activities (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (“CNCS”), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Nonduplication and Nondisplacement (See 45 CFR §§ 2540.100)

1. Nonduplication.
 - i. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

2. Nondisplacement.
 - i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 - ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 - iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 - iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 1. Will supplant the hiring of employed workers; or
 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 1. Presently employed worker;
 2. Employee who recently resigned or was discharged;
 3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 5. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members (See 45 CFR §§ 2520.40-45)

AmeriCorps members may raise resources directly in support of your program's service activities.

- i.) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

- 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
 - 5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- ii.) AmeriCorps members may not:
- 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - 2) Write a grant application to the Corporation or to any other Federal agency.
- iii.) An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

Appendix C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

- **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of service.
 -
1. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
 - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core services.
 2. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
 - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
 - facilitate and/or support the collection of student-level data as outlined below.

3. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:

- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
- behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above.

Each school will complete surveys which will be used for reporting of City Year’s impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

The District will assign a team representing technical and academic expertise (hereinafter, “District team”) to work with City Year to establish the automated data transfer. The project timeline, services provided by City Year, and tasks required of the District team will be finalized in a Data Transfer Protocol Statement of Work provided by City Year and agreed upon by the District. City Year will work with the District team to map their data system(s) to City Year's data feed specification. At that point, City Year will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol (SFTP) site hosted by City Year. Every time new data is published to the SFTP, City Year will validate the data, load the successful records into the City Year data system (“cyschoolhouse”), and send an email to the District team notifying them of potential errors.

City Year reserves the right to make changes to the Data Transfer Protocol Statement of Work in order to improve data transfer security, quality, and efficiency. Any changes will require City Year to notify the District and no changes will be made without review and

approval from [DISTRICT DESIGNEE] or, in the case of staff turnover or reassignment, a jointly agreed upon District representative.

4. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year’s performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year’s federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

5. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential

Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information,), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

- 6. Entire Agreement.** This Data Sharing Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Data Sharing Agreement signed each party hereto.

Appendix D: Whole School, Whole Child Services

Whole School, Whole Child Services

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three “off-track” early warning indicators (EWIs) that predict success in school – poor attendance, unsatisfactory behavior, and course failure in math or English. Students in high poverty environments whose performance is off-track in even just one of these indicators between the 6th and 9th grade typically have less than a 25% chance of graduating from high school. It is for this reason that we work primarily with students in grades 3-9 and focus on prevention, growth, and recovery.

City Year supports the efforts of school districts to turn around their lowest achieving schools by providing whole-school and targeted supports to ensure students stay in school and on track to graduate. To address the needs of students in high poverty schools, City Year utilizes research-based programming, the centerpiece of which is a holistic school partnership model called Whole School, Whole Child (“WSWC”).

This model is designed to leverage City Year’s unique assets – its AmeriCorps members – who serve as “near peer” tutors, mentors, role models, and coaches to students. City Year AmeriCorps members bring many positive attributes to their schools, including:

- A critical mass of human capital to help address the social emotional and academic needs of students who need additional support in the grades we serve
- A full-time school presence (approximately 7:30 a.m. to 6 p.m.) of highly organized, supervised, and trained young adults, four days a week
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide responses to student needs

WSWC services are guided by a rigorous data collection and review process that is used in partnership with school staff to regularly monitor individual student performance and to tailor the types and intensity of supports needed –both academically and socio-emotionally. City Year reviews student-level data and works with school leadership to identify students who are off-track in one or more of the EWIs. This process of data-informed intervention, based on an early warning monitoring system, allows City Year to deliver the right support to the right students at the right time. These supports include:

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Behavioral Support: AmeriCorps members coach students in developing various lifelong social, emotional and leadership skills through instruction in social emotional learning, and near-peer coaching and goal setting.
- Course Performance in math and English: AmeriCorps members tutor students one-on-one and in small groups, implementing intervention strategies in foundational skills that supplement the schools' curricula in order to increase student academic performance. AmeriCorps members also support whole class instruction and lead out-of-class activities

that complement classroom learning and help put students on a path towards high school graduation.

Services

AmeriCorps members and school partners use EWI data to identify which students need what types of intervention and when. City Year staff collaborates with school staff to employ a Response to Intervention (RTI) approach, a research-based strategy that allows educators to identify and monitor students who are off-track or falling off-track and make real-time adjustments to interventions. The RTI framework is divided into tiers of direct student support, enabling City Year to tailor the type and intensity of its academic and social-emotional interventions based on student need. City Year provides both Tier 1 school-wide supports and Tier 2 targeted interventions for students in need of extra support, but who do not qualify for special education. The figure below provides an example of how City Year services can be tailored in a particular school to support the growth of all students, while targeting the individual needs of students who require additional academic or social emotional development (SED) support. In all cases, AmeriCorps members strive to forge positive relationships with all students.

| | Attendance | SED/Behavior | Course Performance | Afterschool |
|----------------------------|---|---|---|--|
| All Students (Tier 1) | <ul style="list-style-type: none"> Morning greeting/before-school activities Attendance incentive and recognition programming Student and community engagement | <ul style="list-style-type: none"> Classroom, hallway, and lunch behavior support | <ul style="list-style-type: none"> Classroom instruction support (enabling differentiated instruction) Academic-focused community engagement (e.g. Family Reading Night) | <p>Homework Assistance Provide homework assistance, which includes providing general academic support and coaching, for a consistent group of students after school.</p> <p>Enrichment Programming Develop engaging activities for students after school, including enrichment and service. This may include arts, STEM, music, or recreation.</p> |
| Targeted Students (Tier 2) | <ul style="list-style-type: none"> Attendance monitoring (phone calls home) Attendance coaching Ongoing assessment and monitoring | <ul style="list-style-type: none"> Behavior coaching Leadership development activities Ongoing instruction, assessment, and monitoring | <ul style="list-style-type: none"> One-on-one tutoring Small-group tutoring Homework support before school and during afterschool programming Ongoing assessment and monitoring | <p>Social Justice and Service Projects: Lead City Year's extended learning/ after school program that explores the social factors that influence our community and challenges learners to lead meaningful service activities that benefit their school and broader community.</p> |

AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are those who need additional support. In City Year sites that support afterschool programming, this aspect of the WSWC model:

- Increases the relevance of extended learning time to best meet the individual needs of students.
- Deliberately links in-school learning and afterschool engagement opportunities.
- Increases community service and character/leadership development opportunities that are linked to classroom learning.

Appendix E: City Year Staffing and Leadership

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year’s communications with district and school partners, and to manage daily service delivery and the timely fulfillment of the partnership’s performance targets at both the district and school level. Key City Year team members include:

| | |
|--|---|
| <p>City Year Executive Director: Serves as the primary leader and strategist for the site. The Executive Director is responsible for the site’s delivery, and its performance and success in achieving its potential for impact, sustainability, and scale.</p> <p>Managing Director/Director of Impact: Manages and develops the overall service partnership and oversees City Year’s day-to-day program implementation, evaluation, and documentation of efforts. The Director of Impact also coordinates with City Year field staff and individual schools to ensure that school-level performance targets are being met.</p> | <p><i>Primary Liaisons to the School District</i></p> |
| <p>Impact Manager: Serves as primary liaisons with each school principal and oversee the daily execution of services at the school site. The Program Managers will also be responsible for the preparation, ongoing management, and professional development of the AmeriCorps member teams to ensure that the impact of AmeriCorps members is maximized to provide the best student outcomes.</p> | <p><i>Primary Liaison to Each School Partner</i></p> |
| <p>Team Leaders: A senior AmeriCorps member who has the experience and demonstrated leadership to lead the team of AmeriCorps members throughout their daily student support services.</p> <p>The national City Year network: Performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. All City Year teams will be supported by a national network of City Year staff and AmeriCorps members working on over 300 schools, who share best practices on regular basis.</p> | <p><i>Other Partnership Support Staff</i></p> |

Appendix F: AmeriCorps Member Training and On-Going Professional Development

City Year uses a research-based experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. AmeriCorps members are trained by City Year staff, school staff, district professional development partners, and external

experts. These trainings start before the beginning of the school year and continue throughout the year. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).

July: One Week National Staff Training

August: Two Week Basic Training Academy with Integrated District/School Practicum

September – January: Ongoing Professional Development

February: Three Day Advanced Training Academy

February – June: Ongoing Professional Development

Training topics include:

- Youth development and learning theory
- Literacy and math content, support, and intervention strategies aligned to district curriculum and priorities
- Attendance and behavioral support, and intervention strategies aligned to district priorities and programs
- Ongoing data management and analysis
- Understanding the Response to Intervention (RTI) model and early warning indicator system
- Student safety, codes of conduct, and student data security
- Building a culture of achievement in the classroom and throughout the school community
- Leveraging relationships with youth to boost achievement
- Understanding the underlying social factors that influence the local community
- Family engagement
- Partnering with teachers, instructional coaches, and administrators
- Developing positive, supportive relationships with youth to boost achievement
- AmeriCorps members' civic leadership development

Appendix G: Corporate Support for City Year

City Year partners with district leaders, school leaders, and teachers to provide students in low performing, high needs schools with the support they need to succeed. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its

service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

Corporate partners can provide support to City Year and its partner schools in three possible ways. First, they may provide financial support that makes it possible for City Year to provide its services at a reduced cost to schools. Second, corporate partners may operate their own community service and engagement programs that could benefit schools, students, and parents. Third, employees from corporate partners may be available to serve as school volunteers who can supplement the service of City Year AmeriCorps members at your schools.

Corporate partners will be subject to all relevant District and school policies. Subject to this condition, the District agrees to allow City Year to work with corporate partners to supplement its work under this Agreement.

Use of corporate volunteers to supplement City Year service

In conjunction with our AmeriCorps members, corporate volunteers are able to supplement a variety of Tier I attendance supports in your school, including joining in morning greetings, participating in attendance recognition programs, and leading community engagement events such as career fair nights. Volunteers can also supplement City Year's after-school programming, assist students with homework, provide students with additional tutoring and mentoring, and speak to students about career and professional paths.

Benefits of having corporate volunteers work with City Year in your schools include:

- Additional hands-on support for a greater number of underserved students who are in need of academic tutoring and extracurricular enrichment opportunities
- Help to broaden the horizon of our students by connecting them to careers and professionals that exist in their community and surrounding neighborhoods
- Connection to corporate partners and their employees who want to support schools and participate in meaningful, socially conscious activities

Corporate partners who serve as school volunteers will be subject to all District and school requirements regarding the activities of volunteers in schools.

Appendix H: Extended Learning and After School Program Activities

1. The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and

dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

- risks associated with extended learning in out-of-home settings, including the After School Program
- that the child might be exposed to physical hazards, emotional demands, communicable diseases, weather conditions or other unanticipated events, none of which are the responsibility of City Year
- authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
- releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors and all volunteers from any and all liability, loss or damage, actions, claims and demands which now have or which may hereafter arise from the child's participation in the routine activities of the After School Program
- certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
- agreeing that should any injury occur to the child during participation in said After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest qualified medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services.

Appendix I: Vote of the Sacramento City Unified School District.

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS

This Agreement is entered into on this 29th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS, A MARYLAND CORPORATION INCLUDING ITS AFFILIATES AND SUBSIDIARIES, with an office located at 1050 Fulton Avenue Suite 235, Sacramento, CA 95825, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

- 2.3 **Scope of Work.** PROVIDER will:
- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
 - B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
 - C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
 - D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
 - E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is **unable** to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

- Part A – Statutory Limits
- Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
 Health Services - Box 764
 5735 47th Avenue
 Sacramento, CA 95824

Maxim Staffing Solutions
 1050 Fulton Avenue, Suite 235
 Sacramento, CA 95825

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously 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. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) Permanence. The obligations set forth in this Section shall survive the termination of this Agreement.

6.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:

MAXIM HEALTHCARE SERVICES, INC.
DBA MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/29/2019 and any addenda on 5/29/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

Executed at Sacramento, California on the day and year first written above.

Elliot Lopez
Chief Information Officer

Date

Date

SCHEDULE A

Pricing

The cost Maxim is proposing is all inclusive and includes the cost of onboarding, background checks, credentialing upkeep, healthcare benefits and state/federal fees, as well as indirect costs which directly benefit Sacramento City's program from an administrative and programmatic resources standpoint—factors which we deem as soft costs realized for the District. Additionally, our staffing services are discounted based on volume. The following charts outline the hourly costs per modality as well as a discounted cost schedule based on amount of staff utilized.

| Position | Hourly Rate |
|---|--------------------|
| LVN/RN | \$50 |
| School Credentialed/or Preliminary Nurse RN/BSN | \$70 |
| Health Assessment/ Hearing/ Vision Screening | \$80 |
| Medical Assistant (MA) | \$40 |
| SLPA/COTA/PTA | \$65 |
| School Psychologists (LSSP) | \$100 |
| Physical Therapists (PT) | \$85-\$100 |
| Occupational Therapists (OT) | \$85-\$100 |
| Board Certified Behavior Analyst (BCBA) | \$125 |
| Behavioral Tech (BT) | \$50 |
| Behavioral Mid-Level Supervisor | \$80 |
| Special Education Teacher | \$70 |
| Speech and Language Pathologists (SLP) | \$80-90 |
| School Field Trips | \$2,000 (4 Nights) |

Volume Discount Schedule

RN/LVN

| <u>Number of Contracted Nursing (working at least 20 hours/week)</u> | <u>Discount Percentage</u> |
|--|----------------------------|
| 0-9 Nurses | 0% Discount |
| 10-14 Nurses | 5% Discount |
| 15-29 Nurses | 10% Discount |
| 30-59 Nurses | 15% Discount |
| 60+ Nurses | 20% Discount |

Behavior Technician (BT)

| <u>Number of Contracted Behavior Technicians (working at least 20 hours/week)</u> | <u>Discount Percentage</u> |
|---|----------------------------|
| 0-9 BTs | 0% Discount |
| 10-14 BTs | 5% Discount |
| 15-29 BTs | 10% Discount |
| 30-59 BTs | 15% Discount |
| 60+ BTs | 20% Discount |

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

SA20-00030 (RX)

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

RX HEALTHCARE SERVICES

This Agreement is entered into on this 24th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and RX HEALTHCARE SERVICES located at 4640 Marconi Ave, Sacramento, CA 95821, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

- 2.3 **Scope of Work.** PROVIDER will:
- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
 - B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
 - C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
 - D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
 - E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is **unable** to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- Name(s) of PERSONNEL
 - Name(s) of School Site(s)
 - Name of Student(s) served by PERSONNEL
 - Individual Service Dates
 - Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
 Health Services - Box 764
 5735 47th Avenue
 Sacramento, CA 95824

Rx Healthcare Services
 4640 Marconi Ave
 Sacramento, CA 95821

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously 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. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:

RX HEALTHCARE SERVICES:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Rx Healthcare Services ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/24/2019 and any addenda on 5/24/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

Executed at Sacramento, California on the day and year first written above.

Joe Sharpe
Chief Operating Officer

Elliot Lopez
Chief Information Officer

Date

Date

SCHEDULE A SA20-00030 (RX)
Rx HealthCare Services

Schedule A – Fee scale by Worker Category for

Charges will be based on the following hourly rate schedule effective: TBA

| Service | Rate |
|--|-------------------------|
| LVN | \$45 per hour |
| RN | \$60 per hour |
| Credentialed/Preliminary School Nurse (RN) | \$72 per hour |
| Medical Assistant/CNA | \$34 per hour |
| Paraprofessional/Instructional | \$34 per hour |
| Camp Nurse/Field Trip | \$1000 per day/24 hours |
| | |
| | |
| | |
| | |

Mileage: N/A

Minimum: A four (4) hour minimum is required for each shift.

Orientation Requirement: A minimum of one (1) hour is required prior to Rx HealthCare Services Healthcare Workers and Caregivers working their first shift to ensure patient and nurse safety. The standard rate listed above will be charged for all the time spent in required Facility orientation.

Overtime: Time-and-a-half (rate X 1.5) applies for more than eight (8) hours a day, or more than forty (40) hours in a week (Sunday to Saturday). **Double-time** (rate X 2.0) applies for more than twelve hours a day, or for any hours worked on the seventh consecutive day. The over-time rate will be figured from the highest wage earned during the shift.

Holiday Pay: Time-and-a-half (rate X 1.5) rate applies for NEW YEARS EVE (PM and Night shifts only), NEW YEARS DAY, EASTER, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS EVE (PM and Night shifts only), and CHRISTMAS DAY. Holiday rates will apply to all shifts that end on the holiday, the night shift preceding the holiday, and the day and evening shifts of the holiday. Overtime rates and holiday rates shall not be cumulative.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

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EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.