



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

Meeting Date: September 2, 2021

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
California Department of Education A22-00016	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in prior year	\$373,275 No Match
<p>7/1/20 – 6/30/21: Request for ratification of the WorkAbility I Program grant award notice which was received late. Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. The WorkAbility I Program provides students with opportunities for job shadowing, paid and non-paid work experience, ongoing support and guidance from vocational personnel.</p>		

<u>STUDENT SUPPORT & HEALTH SERVICES</u>		
California Department of Education A22-00015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$64,500 No Match
<p>7/1/21 – 6/30/22: Education for Homeless Children and Youth (EHCY) program grant. The purpose of this program is to facilitate the enrollment, attendance, and success in school of homeless children and youth; and ensure homeless children and youth have equal access to the same free, appropriate, public education as provided to all other students. To address the overwhelming need for targeted attendance support for homeless students and to better establish a systemic approach for identifying and supporting students experiencing homelessness, the District will use the EHCY grant to fund a full time Youth and Family Mental Health Advocate (YFMHA) who will be primarily responsible for identification of and support for homeless students who are chronically absent or at risk of being chronically absent.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
Riverside Publishing R22-01070	5/1/21 – 6/30/26: 5-year agreement for GATE screening assessments. The District selected Riverside Assessments to provide gifted and talented education (GATE) screening assessments for all students in grades 1-4 for the 2021-22 academic year and grades 1 & 3 through the 2025-26 academic years. The Cognitive Abilities Assessment (CogAT) is the premier screening tool to identify diverse students for gifted services and advanced learning potentials. Riverside Assessments is the sole distributor of the CogAT. Securing a 5-year contract guarantees the greatest discount for services and guarantees prices will not increase for the life of the contract.	2021/22 Cost: \$251,359 COVID Relief Funds 2022/23 – 2025/26 Annual Cost: \$125,000 General Fund Total: \$751,359
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<p>The CogAT provides the District with the necessary tools to equitably and reliably screen our diverse learners for gifted services across three cognitive domains (verbal reasoning, quantitative reasoning and figural spatial reasoning). Use of the CogAT in Grades 1-4 will replace prior contracts for other assessments that limit cognitive</p>		

screening to only one domain. Screening in Grades 2 & 4 will only occur in the 2021-22 academic year to address screening gaps related to COVID closures in the prior year. Beginning in the 2022-23 academic year, universal screening will be conducted only in grades 1 and 3.

CogAT screening in Grades 1-4, supported by the Curriculum and Instruction department, will ensure that all students are universally, reliably and equitably screened for potential gifted and talented education services in alignment with LCAP Action Item 1.11 and SCUSD's prior Resolution Agreement with the US Department of Education, Office of Civil Rights. The screening assessment is designed to increase the percentage of students identified to receive gifted and talented education services in SCUSD. Further, use of the CogAT's multi-domain screeners for GATE identification will increase the percentage of historically under represented students who are able to be identified for GATE supports.

Outcomes of gifted education screenings will be monitored annually as a part of the LCAP process. Records will be retained by the Gifted Education Office.

After 2021/22, annual costs will not exceed \$125,000.

CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

The College Board
SA22-00066

7/1/21 – 6/30/22: On August 5, 2021 the Board approved a contract with College Board for provision of the PSAT for 8th, 9th, and 10th graders as well as the SAT School Day program for 11th graders. However, due to the pandemic this year's seniors were uniquely denied the opportunity to participate in both the SAT School Day and the PSAT as juniors. In addition to the District not offering testing, these students were unable to take the SAT at other testing centers because all SAT test centers in California were closed to guest testers. Therefore, the department is seeking the approval of the Board to increase the existing contract by \$78,060 to provide a testing opportunity for seniors on October 13, 2021, the same day the PSAT 8/9 is offered to 8th and 9th graders and the PSAT/NMSQT to 10th graders. Providing students this opportunity would continue to advance the college-going culture. This testing opportunity would be offered universally to all 12th graders to ensure equitable and barrier free access.

Original Amount:
\$188,403
LCFF Funds

New Contract:

- Yes
- No

Increase:
\$78,060
COVID Relief
Funds

New Total:
\$266,463

SPECIAL EDUCATION

CompuClaim
SA22-00014

7/1/21 – 6/30/22: Renewal of agreement for Medi-Cal Billing Option software (\$72,500 annually), which is used for submitting Medi-Cal claims, and consulting services not to exceed \$30,000. Services are needed in order to maximize the amount of Medi-Cal Billing Option funds the District receives.

\$102,500
Medi-Cal Billing
Option Funds

New Contract:

- Yes
- No

Eaton Interpreting SA22-00122	7/1/20 – 6/30/21: Interpreting services as requested by the Special Education department during the 2021/22 school year. Services include sign language interpreting for Deaf and Hard of Hearing students.	\$140,000 Special Education Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

Global Teletherapy S22-00001	9/1/21 – 6/30/22: Approve Master Contract with Global Teletherapy, a Non-Public Agency, for the 2021-2022 school year. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy (OT), Physical Therapy (PT), Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education. Global Teletherapy will provide OT, PT, and speech therapy and assessments as well as school psychologist assessments and mental health therapy.	\$200,000 COVID Relief Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

STUDENT SUPPORT

ATvantage, LLC SA22-00070	6/15/21 – 6/30/22: Ratification is requested for one-year agreement for athletic trainer staffing at 6 high schools: C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, Rosemont and West Campus. Athletic trainers support basketball, football, soccer and track programs at each of the sites. Athletic trainers staffed by ATvantage are certified by the National Athletic Trainers' Association and are "highly qualified, multi-skilled health care professionals who collaborate with physicians to provide preventative services, emergency care, clinical diagnosis, therapeutic intervention and rehabilitation of injuries and medical conditions. Athletic trainers work under the direction of a physician as prescribed by state licensure statutes."	\$239,000 COVID Relief Funds (\$89,400) General Fund (\$150,000)
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

In previous years the above schools have contracted directly with independent athletic trainers who had varying levels of qualifications and were not all certified. Though certification is not required by state law, utilizing ATvantage's services means that all sites will have athletic trainers with similar qualifications and all will be certified. This is especially important for students' physical and social emotional wellbeing as they return to school full time.

Normally services of this type and cost would require a competitive selection process such as a Request for Proposal. However, where competitive bidding proposals do not produce an advantage, competitive bidding does not apply. ATvantage is the only athletic trainer staffing agency serving the Sacramento region. Neighboring districts, such as EGUSD, have advertised for bids and only received responses from ATvantage, including as recently as June 2021. Because of that, and

because the districts utilizing their services recommend ATvantage, Purchasing Services found it was in the best interest of the District to move forward with a contract with ATvantage without issuing a formal Request for Proposals.

STUDENT SUPPORT & HEALTH SERVICES

Ro Health
SA22-00134

8/24/21 – 8/23/21: Ratification of nursing staffing agreement is requested as well as an increase of \$917,300.

Original Amount:
\$96,700

New Contract:

- Yes
- No

In order to efficiently and effectively respond to the current level of COVID-19 spread in the Sacramento area, several local medical services vendors were contacted and asked to provide additional staffing for contact tracing. Ro Health has known expertise in the field of contact tracing and is providing similar services to surrounding districts. Given what we have learned from surrounding districts currently in session, we anticipate needing at least twenty trained contact tracers at this time, however if identification of new cases and close contacts continues we may need additional staffing.

Increase:
\$917,300

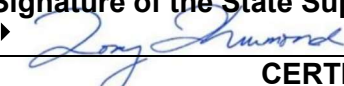

Total:
\$1,014,000
COVID Relief
Funds

Communicable disease monitoring and response is an ongoing responsibility of Student Support and Health Services (SSHS) staff. SSHS will follow the guidelines and procedures outlined in the District’s Return to Health Plan, and any updated guidance from SCPH, CDPH and CDC, to respond to positive cases and close contacts in order to reduce the spread of COVID-19 in the community.

Contact tracing is a process that slows the spread of infectious diseases, including COVID-19. Contact tracing staff asks each person diagnosed with COVID-19 about people with whom they’ve recently had close contact. These individuals are alerted about the exposure to COVID-19, and they are advised to quarantine. School district staff perform contact tracing as it relates to exposures at school or work sites. Employers and schools are required to respond to cases of COVID-19 in order to prevent the spread of COVID-19 at school/work sites. The sooner health officials are able to alert close contacts, the lower the risk of COVID-19 spreading further. Prompt and coordinated actions, including case investigation and contact tracing, may inform decision-making about strengthening and focusing mitigation strategies.

In order for Ro Health nurses to be onboarded and trained in time for the beginning of school, District staff authorized an agreement for \$96,700 and now ask the Board to approve an increase to \$1,014,000 which is the estimated cost for their services through the end of the school year.

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	23011	67439	A1
Attention Becky Bryant, SELPA Director				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office WorkAbility I, Project Number 094				Resource Code	Revenue Object Code		
Telephone 916-643-9163				6520	8590	INDEX	
Name of Grant Program 2020-21 WorkAbility I Program						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$373,275		\$373,275		7/01/2020	06/30/2021	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
<p>I am pleased to inform you that you have been funded for the WorkAbility I Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">California Department of Education Attention: Alexa Slater, Associate Governmental Program Analyst 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Wesley Roberson				Job Title Education Programs Consultant			
Email Address wroberson@cde.ca.gov				Telephone 916-327-3671			
Signature of the State Superintendent of Public Instruction or Designee 				Date January 14, 2021			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
Email Address				Telephone			
Signature 				Date			

Grant Award Notification (Continued)

Conditions of the Grant Award:

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fq/aa/co/ca18rfa.asp> prior to initial grant award payment.

Note to Nonpublic Schools (NPS): The CDE has agreed to accept the signed Drug-Free Workplace Certification your agency currently provides with the end-of-year renewal application. The CDE will verify that your agency has submitted the required certification prior to initial grant award payment.

2. This WorkAbility I (WAI) grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act (IDEA) and in compliance with laws and regulations from the CDE, the Employment Development Department (EDD), and the state and federal Departments of Labor.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE. Upon receipt, an initial payment will be issued to your County Treasurer or agency. All approved project funds must be expended within the designated award period.
4. Grant funds must be used to implement the WAI Program as indicated in the project plan and consistent with California *Education Code* 56471 Section (e): "Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals."
5. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE: (a) student data, (b) program funds [staffing and program cost], (c) End-of-Year Report, (d) Renewal Application, and (e) Education Code Requirement Report.
6. Grantees must serve all students for which funding was received.
7. Grantees must place into employment at least 15 percent of the students for which funding was received.
8. Grantees must achieve a score of "Basic/Developing" on the Education Code Report: a numerical score of no less than nine for high schools and no less than seven for middle schools.
9. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
10. If a grantee receives advisory and standing committee funds, then attendance by advisory and committee members is required at up to four committee meetings per year.
11. The grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.

12. The grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2021**, for reporting actual expenditures from **July 1, 2020, through December 31, 2020**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced proportionately.
13. The grantee must submit to the CDE a **Final Expenditure Report** no later than **August 10, 2021**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report, prior to next year's state grant award issuance, will affect the timely release of next year's payment and will result in conditions imposed on the grant.
14. Funds will be used for excess cost of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for the participation in this program.
15. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities (ID/DD) ages 16 and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
16. Students receiving special education services will be provided equal access to vocational education/technical/career programs and initiatives.
17. Every employed WAI student under the age of eighteen shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
18. Work-based learning opportunities must be provided in compliance with the Work Experience Education (WEE), Regional Occupational Center and Programs (ROC/P).
19. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other appropriate legislation.
20. The WAI grantee shall be a California public school district, NPS, county office of education, and the state special schools for the deaf and blind.
21. The WAI grantee shall have support of the local governing board.
22. The WAI grantee shall collaborate and leverage resources to provide a full array of student services with minimum administrative cost.
23. The WAI grantee shall be accountable as defined by student, program, and fiscal outcomes.
24. The WAI grantee shall actively participate in community of practice efforts involving key stakeholders.
25. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
26. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
27. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement toward postschool integrated employment.

28. The WAI grantee will enter into a Local Partnership Agreement (LPA) with core partners (local educational agencies, Department of Rehabilitation districts, and regional centers) and be prepared to submit to the CDE documentation of the LPA upon request.
29. All WAI programs and their grant personnel are prohibited from text messaging while driving a government-owned vehicle, while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
30. Under authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

If you have any fiscal questions regarding this grant, please contact Alexa Slater, Associate Governmental Program Analyst, Special Education Division, by phone at 916-322-0581 or by email at WorkAbility1@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report

TESTING AND SCORING AGREEMENT
between the
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
and
RIVERSIDE ASSESSMENTS, LLC
dba Riverside Insights

THIS AGREEMENT entered into as of the 17th day of May, 2021, by and between **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, 5735 47th Avenue, Sacramento, California 95824-4528**, (hereinafter referred to as the “District”), and **RIVERSIDE ASSESSMENTS, LLC dba Riverside Insights** (hereinafter referred to as “RIVERSIDE”), One Pierce Place, Suite 900W, Itasca, Illinois 60143. This Agreement is made subject to and incorporates by reference, RIVERSIDE's Terms of Use (available at: <https://info.riversideinsights.com/terms-of-use>).

WITNESSETH THAT:

WHEREAS, the District wishes to implement a testing program for all elementary schools within the District, having students in grades 1 to 4 (the participating schools are referred to as School or Schools); and

WHEREAS, RIVERSIDE is specifically qualified and equipped to provide the materials (“Materials”) and services (“Services”) for such testing programs as described herein;

NOW, THEREFORE, for and in consideration of the mutual promises and under the conditions and specifications set forth herein, the parties do mutually agree as follows:

1.0 Term of this Agreement

The initial term of this Agreement (the “Initial Term”) commences on May 1, 2021 and shall end June 30, 2026. The District has the option to renew the contract for one (1) additional year commencing July 1, 2026 and ending June 30, 2027 (the “Renewal Term”), by providing written notice of renewal to RIVERSIDE no less than ninety (90) days prior to the end of the Initial Term. The Initial Term and the Renewal Term, if any, are hereinafter collectively referred to as the “Term”.

2.0 Price

For the testing the District elects to conduct utilizing the paper and pencil testing mode, RIVERSIDE will invoice the District directly for materials and scoring after each of:

- Materials are shipped and
- Scoring is conducted and reports are made available online.

based upon the unit prices and the terms therefore listed in Exhibits A and B. Shipping and handling are in addition to the unit prices listed in Exhibits A and B and will be billed based on RIVERSIDE’s standard terms.

For the testing the District elects to conduct utilizing online testing, RIVERSIDE will invoice the District directly for online testing licenses to be administered when the testing licenses are issued based upon the unit prices listed in Exhibits A and B and the terms therefore listed in Exhibit D, respectively. Shipping and handling are not applicable to the prices for online testing licenses listed in Exhibits A and B.

Prices in Exhibit A for Grades 1 and 3 will be held constant for the Term of this agreement. Prices in Exhibit B for Grades 2 and 4 will be held constant through June 30, 2022.

3.0 Obligations of the District

The District, agrees:

- 3.1 Not used.
- 3.2 To administer the *Cognitive Abilities Test*[™] (CogAT®) as set forth on Exhibit A for the full length of the Initial Term and Exhibit B for in the first year of the Initial Term.
- 3.3 To schedule the CogAT testing for grades 1 through 4 in a common time frame, as agreed upon by the District, in a uniform manner.
- 3.4 That the District/Schools will inventory and store reusable Materials, if any, from year to year and use these same Materials for each test administration during the life of this Agreement. All materials purchased through this Agreement will be the property of the District throughout and following the period of this Agreement, subject to the terms and conditions including, but not limited to, test security and copyright restrictions as set forth in RIVERSIDE's then-current catalog or website. Obsolete materials will remain the property of the District, subject to the terms and conditions as set forth in RIVERSIDE's then-current catalog or website (www.riversideinsights.com).
- 3.5 That the District shall be responsible for submitting purchase order(s) ninety (90) days before the start of the testing window of each year of the Term indicating the quantity of consumable Materials and online testing licenses required under this Agreement, as well as any additional reusable Materials, if any, required, for testing in the Fall/Spring.
- 3.6 That the District will be responsible for properly packaging, along with a properly completed Order for Scoring Services (OSS), and accurately labeling cartons of answer documents in a timely manner for shipment to RIVERSIDE's scoring service center.
- 3.7 That the District will be responsible for shipping answer documents, using RIVERSIDE provided ARS prepaid labels, to the RIVERSIDE scoring service center by March 31 of each year.
- 3.8 For paper/pencil testing, if optional bar code labels are requested, the District will be responsible for providing a file of student information in a format acceptable to RIVERSIDE from which the student ID bar code labels will be generated and sent to the District where they will be applied to the test materials by District/School personnel.

3.9 For online testing, the District will provide a file of student information, in a format acceptable to RIVERSIDE, which will be used to generate rostering for online testing.

4.0 Obligations of RIVERSIDE

RIVERSIDE agrees to provide the Materials and Services herein, as further detailed in Exhibits A and B, under the terms and conditions listed in Exhibits C and D.

4.1 Initial Materials

This Agreement does not specify the use of reusable Materials. Consumable Materials will be provided by RIVERSIDE, upon receipt of purchase orders from the District, based on ordered amounts. Test booklets will be packaged in units of five (5) or twenty-five (25) with one accompanying directions for administration. Consumable answer documents are not specified as part of this Agreement. A common test level will be administered throughout each grade.

4.2 Online Testing

If the District chooses online test administrations, RIVERSIDE will provide the related licenses for students at the prices/terms listed in Exhibits A, B, and D. Online testing can be purchased for any grade level approved for online testing provided that the entire grade level at that school uses online testing. Online testing licenses purchased are subject to the terms and conditions on online testing order forms which can be found at www.riversideinsights.com and are subject to change.

4.3 Other Testing; Additional Materials and Services

The District may order Materials and Scoring Services for testing and other additional materials which are not included in Exhibits A and B. RIVERSIDE will invoice the District for these Materials and Scoring Services so ordered at RIVERSIDE's then-current catalog price at the time of the order.

4.4 Shipping, Handling, and Storage

RIVERSIDE will provide:

- a. Delivery of all Materials to individual schools no later than 30 days prior to start of the testing window of each year for orders received according to the dates listed in section 3.5 of this agreement.
- b. Online score reports will be available to the schools within fifteen (15) business days after receipt of test documents that have arrived at the RIVERSIDE scoring center in scannable condition, with a completed Order for Scoring Services (OSS).
- c. Should local norms be requested, the period for the above referenced fifteen (15) business days shall begin subsequent to the receipt of the last document package received in scannable condition at the RIVERSIDE scoring center.

4.5 Data Storage and Archive Service

RIVERSIDE will store and archive: (a) physical answer documents for one (1) year after the date of creation, (b) scanned answer documents for five (5) years after the date of creation; and (c) scored data and roster data for twelve (12) years after the date of creation. Any other Diocese data that RIVERSIDE collects during the Term will be retained in accordance with RIVERSIDE's data retention policy. During the retention periods above, the relevant data will be available to the Diocese and its schools through an online reporting platform. After the end of the applicable retention period, the data will be destroyed, except as otherwise required by applicable law, court order, subpoena, and similar legal process or as otherwise agreed to in writing by the parties.

4.6 Staff Development and In-Service

RIVERSIDE will offer staff development activities under this Agreement related only to online testing. The District may purchase staff development activities based on the details in Exhibit B.

4.7 Scoring Services

Scoring Services for paper/pencil testing will be provided in accordance with the scoring plan and unit prices set forth in Exhibits A and B.

Scoring Services for online testing will include on-line availability of scoring reports within 24 hours after completion of the online testing session.

For online testing, no OSS is required. Online reporting through DataManager will be combined with the paper/pencil testing results, if any, and made available thereafter. The aggregation of results is possible at the order level and not the student and test battery level. RIVERSIDE can aggregate results of students who were tested online with the students who were tested with paper and pencil. Aggregation of a battery or subtest taken online with a battery or subtest that was taken paper and pencil is not possible.

5.0 Terms of Payment

Payment in full shall be due to RIVERSIDE within thirty (30) days of the date of any invoice issued hereunder. For paper/pencil testing, the District will be invoiced directly after each of:

- materials being shipped and
- scoring is conducted and reports are made available online.

For online testing, the District will be invoiced upon issuance of the testing licenses.

The District shall be responsible for payment of any applicable taxes imposed by the state of California or any other state.

6.0 Waiver or Modification of Terms

No waiver, alteration, or modification of any of the provisions of this Agreement or any addition thereto shall be binding unless in writing and signed by both parties.

7.0 Governing Law

All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of California without reference to its principles of conflicts of laws.

8.0 Limit of Liability

Except as set forth in Section 10, in no event shall RIVERSIDE be liable for any claims, damages, costs or reimbursements to the District in an amount greater than the actual dollar amount received by RIVERSIDE under this Agreement in the twelve months preceding the event giving rise to the claim.

9.0 Confidentiality

RIVERSIDE will treat as confidential all information received in connection with this Agreement, and RIVERSIDE further agrees to disclose such information only to the District and those entities designated by the District, or as required by law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. See Riverside's policies at:

- DataManager Platform Terms of Use:
 - <https://info.riversideinsights.com/terms-of-use>
- DataManager Platform Privacy Policy:
 - https://info.riversideinsights.com/privacy-assessment_policy
 - https://info.riversideinsights.com/privacy-remote_proctoring

10.0 Errors or Defects

RIVERSIDE shall take all necessary measures to correct any material errors or defects which include, but are not limited to, delays in reporting or the shipping of materials, errors in test items or errors in calculating scores, at no additional cost to the District, unless such error or defect is due to (i) the failure of the District to provide RIVERSIDE with any prerequisite materials or data in a proper form in a timely fashion, or (ii) an error or delay by a shipping company or other third party not reasonably under RIVERSIDE's control.

11.0 Termination

This Agreement is binding for the first five (5) years of the contract term, starting July 1, 2021 through June 30, 2026 (the "Term"). This Agreement may be terminated for breach of material obligations during the Term, upon failure to cure any confirmed breach within fifteen (15)

business days after receipt of written notice. After the Initial Term, either Party may terminate this Agreement for any reason upon sixty (60) days notice to the other Party. District may terminate this Agreement due to the non-appropriation of funds by providing at least ninety (90) days written notice prior to the start of the testing window. District will provide RIVERSIDE documentation evidencing the non-appropriation of funds upon request. RIVERSIDE shall be paid for materials, scoring services, and online testing licenses provided by it up to the date of termination.

12.0 Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered personally or by courier service to the address below, or when deposited in the United States mail, first class postage prepaid, addressed as follows:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT 5735 47th Ave Sacramento CA 95824-4528 Attention: Contracts Office	RIVERSIDE ASSESSMENTS, LLC One Pierce Place, Suite 900W Itasca, Illinois 60143 Attention: Contract Administrator, Legal Department
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13.0 Entire Agreement

This Agreement contains the entire Agreement of the Parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year first indicated above.

Accepted and Agreed to By:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RIVERSIDE ASSESSMENTS, LLC

Rose Ramos

Scott E Olson

Chief Business Officer
Title

Manager, Proposal Services
Title

Date

Date



Proposal

Prepared For

Sacramento City USD

Sacramento City USD
5735 47th Ave
Sacramento CA 95824-4528
United States

For the Purchase of:

CogAT 1st and 3rd grades

For additional information or questions, please contact:

Stephen Rosston
stephen.rosston@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Kari Hanson-Smith
Kari-Hanson-Smith@scusd.edu

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@riversideinsights.com

Proposal For Sacramento City USD

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000018	CogAT Form 7 Online Testing Levels 5/6-17/18	\$15.23		\$15.23	4,018	\$61,194.14
1473576	Cognitive Abilities Test (CogAT), Form 7 Test Booklet Level 7, Package of 25	\$193.75	22.53%	\$150.00	156	\$23,400.00
1483585	Cognitive Abilities Test (CogAT), Form 7 Complete Data Plus Scoring Package Levels 5/6-8	\$11.91	22.53%	\$9.23	3,876	\$35,775.48
Subtotal						\$120,369.62

**Thank you,
Stephen Rosston | Assessment Consultant |
stephen.rosston@riversideinsights.com**

Total Discount Amount:	\$16,050.18
Total Discount Applied:	11.77%
Subtotal Purchase Amount:	\$120,369.62
Shipping & Handling:	\$2,340.00
Sales Tax:	\$2,252.25
Total Cost of Proposal (PO Amount):	\$124,961.87

RIVERSIDE INSIGHTS

Attention:
Kari Hanson-Smith
Kari-Hanson-Smith@scusd.edu

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@riversideinsights.com

Exhibit A

Proposal For Sacramento City USD

Total Cost of Proposal (PO Amount) : \$124,961.87

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this proposal with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the proposal.

Ship To: Sacramento City USD 5735 47th Ave Sacramento CA 95824-4528 United States	Bill to: 324305 Sacramento City USD 5735 47th Ave Sacramento CA 95824-4528 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your proposal are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Proposal: 5/5/2021

Proposal Expiration Date: 9/15/2021

RIVERSIDE INSIGHTS

Attention:
Kari Hanson-Smith
Kari-Hanson-Smith@scusd.edu

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@riversideinsights.com



Proposal

Prepared For

Sacramento City USD

Sacramento City USD
5735 47th Ave
Sacramento CA 95824-4528
United States

For the Purchase of:

CogAT 2nd and 4th grades

For additional information or questions, please contact:

Stephen Rosston
stephen.rosston@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Kari Hanson-Smith
Kari-Hanson-Smith@scusd.edu

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@riversideinsights.com

Proposal For Sacramento City USD

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000018	CogAT Form 7 Online Testing Levels 5/6-17/18	\$15.23		\$15.23	3,980	\$60,615.40
1473578	Cognitive Abilities Test (CogAT), Form 7 Test Booklet Level 8, Package of 25	\$193.75	22.53%	\$150.00	158	\$23,700.00
1483585	Cognitive Abilities Test (CogAT), Form 7 Complete Data Plus Scoring Package Levels 5/6-8	\$11.91	22.53%	\$9.23	3,928	\$36,255.44
2000573	DATAMANAGER TRAINING ACADEMY GOLD, BEYOND YEAR ONE	\$1,175.00		\$1,175.00	1	\$1,175.00
Subtotal						\$121,745.84

Thank you,
Stephen Rosston | Assessment Consultant |
stephen.rosston@riversideinsights.com

Total Discount Amount:	\$17,439.54
Total Discount Applied:	12.53%
Subtotal Purchase Amount:	\$121,745.84
Shipping & Handling:	\$2,370.00
Sales Tax:	\$2,281.13
Total Cost of Proposal (PO Amount):	\$126,396.97

RIVERSIDE INSIGHTS

Attention:
 Kari Hanson-Smith
 Kari-Hanson-Smith@scusd.edu

Riverside Insights
 One Pierce Place Suite 900W
 Itasca, IL 60143
 PHONE: 800-323-9540
 orders@riversideinsights.com

Exhibit B

Proposal For Sacramento City USD

Total Cost of Proposal (PO Amount) : \$126,396.97

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this proposal with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the proposal.

Ship To: Sacramento City USD 5735 47th Ave Sacramento CA 95824-4528 United States	Bill to: 324305 Sacramento City USD 5735 47th Ave Sacramento CA 95824-4528 United States
--	--

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your proposal are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Proposal: 5/5/2021

Proposal Expiration Date: 9/15/2021

RIVERSIDE INSIGHTS

Attention:
Kari Hanson-Smith
Kari-Hanson-Smith@scusd.edu

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@riversideinsights.com

RIVERSIDE ASSESSMENTS, LLC
Exhibit C –Pricing Terms for Materials and Scoring Services
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Grades 1 and 2
IA®/CogAT® Testing

The below relates to the *CogAT* Assessment and *DataPlus* Scoring and Reporting as outlined in Exhibits A and B.

MATERIALS and SCORING

Terms and Conditions

1. The pricing in Exhibits A and B is based on paper and pencil administered materials and scoring services per each of the grades listed in Exhibits A and B.
2. Materials will be shipped after:
 - the execution of this agreement, and
 - issuance by District and receipt by RIVERSIDE of a purchase order specifying the quantities of each level of test and related scoring and reporting each year for each testing cycle.
3. Invoicing will take place after each of:
 - Materials are shipped,
 - Scoring is conducted and reports are made available online.
 - All invoices will be sent to the District.
 - Shipping and handling charges are in addition to the unit prices listed in Exhibits A and B.
4. Payment for materials shipped and services performed shall be due and payable within thirty (30) days after invoicing.

RIVERSIDE ASSESSMENTS, LLC
Exhibit D – Pricing Terms for Online Testing Services
SACRAMENTO CITY SCHOOL DISTRICT
Grades 3 and 4
IA®/CogAT® Testing

Terms and Conditions

1. The pricing for online testing in Exhibits A and B is based on:
 - Online testing licenses for five (5) testing cycles, one testing event in each Spring of the following school years:
 - 2021-22, 2022-23, 2023-24, 2024-25, and 2025-26
 - Prices in Exhibit B will be held constant for the five (5) year term of this agreement, plus the option year.
2. Online testing licenses will be granted after:
 - the execution of this agreement,
 - issuance by the District and receipt by RIVERSIDE of a purchase order specifying the quantities of each level of online test each year for each testing cycle.
 - Completion of Page 2 of Exhibit D and its return to RIVERSIDE with the School's purchase order.
3. Online testing for each testing cycle will be invoiced upon RIVERSIDE's granting of online testing licenses. Billing will be based on the actual quantities of online testing licenses granted at the unit prices in Exhibits A and B.
4. Payment for invoices shall be due and payable within thirty (30) days of the date of any invoice.
5. Online testing is only available if the School's testing locations meet the technical specification for Riverside's online testing program. If technical specifications are not met, the School will utilize paper/pencil testing.
6. Except as otherwise set forth in this agreement, the purchase of online testing licenses is non-refundable and non-returnable.
7. Should the District not make payments on invoices for online testing in a timely basis, RIVERSIDE reserves the right to suspend and/or revoke these licenses until such time as the related invoices are paid in full.
8. Each School within the District using the online mode of testing must:
 - meet technical readiness criteria and
 - complete required training (or have previously taken the training).
9. Training for online testing is shown in Exhibit B.

Payment Information

NOTE: Riverside Insights® is the new name of our independent company, which is no longer part of HMH.

Please enclose a check, money order, or valid purchase order payable to "Riverside Insights" with all orders.

- Purchase Order enclosed. Number _____
- Check enclosed. Number _____
- Money Order enclosed.

IMPORTANT NOTE FOR CREDIT CARD USERS: For your security, we can only accept credit card orders by phone at 800.323.9540. Customers wishing to remit payment by credit card will be contacted by Customer Service once their order has been processed.

Exempt from state sales tax. (Please attach copy of certificate)
Cert. no. _____

Cert. Expiration Date _____

NOTE: Orders from first time purchasers require a completed Test Purchaser Qualification Form.

- Professional Credentials—Choose One:**
- Test Purchaser Qualification Form attached
 - Test Purchaser Qualification Form on file at Riverside Insights

Charge to:

Name _____
Position _____
Organization _____
Shipping Address _____
City _____ State _____ Zip _____
Phone: (____) _____ Fax: (____) _____
Email address _____

REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)

Please describe yourself:

- System/District Diocese/Archdiocese
- Building/School CHECK ONE: Public School Catholic School Private School

Anticipated Testing Date: _____

Reporting options:
Web Reports ONLY.
Paper Reports are available; for an additional fee they may be ordered separately.

To ensure delivery of your email notifications, please whitelist the email address: no-reply@dm.riverside-insights.com.

Administration Mode:
CogAT Assessments are available in additional test administration types (i.e. Paper/Pencil). Please see appropriate order form on our website or contact your Assessment Consultant.

- System Requirements:**
1. Do the workstations that will be used for online testing meet the DataManager minimum system requirements? See datamanagerinfo.com for a copy of the revised system requirements or ask your Assessment Consultant.
 Yes No
 2. Have you run the DataManager online system checker successfully on each workstation that will be used for online testing? (The System Check is accessed from the following URL: <https://tinyurl.com/DataManagerCheckReadiness>)
 Yes No

Account Holder: (Please list the primary contact who will be the test administrator owner and DataManager Account Holder.) Note: this person is the primary test and IT contact and implementation manager.

Name _____
Position _____
Organization _____
Address _____
City _____ State _____ Zip _____
Phone: (____) _____ Fax: (____) _____
Email address _____

Data Contact: (if different from Account Holder) Note: this person will be responsible for providing school system data files to Riverside.

Name _____
Position _____
Organization _____
Address _____
City _____ State _____ Zip _____
Phone: (____) _____ Fax: (____) _____
Email address _____

Prices are valid until June 30, 2021 and are subject to change without notice.





AMENDMENT #1 TOCB-00029756

COLLEGE READINESS AND SUCCESS CONTRACT

This AMENDMENT #1 to College Readiness and Success Agreement, dated July 1, 2021, by and between Sacramento City Unified School District ("Client") and the College Board ("College Board") including all appendices, exhibits and schedules (the "Agreement") is made as of this August 20, 2021. Capitalized terms not defined herein shall have the meaning as described in the Agreement.

WHEREAS, Client and College Board entered into the College Readiness and Success Contract to implement SAT® School Day, PSAT™ 8/9, and PSAT/NMSQT for July 1, 2021 through June 30, 2022.

WHEREAS, updated information that modifies certain provisions in the College Readiness and Success Contract; and

WHEREAS, the parties desire to enter into this Amendment to reflect the updated information from the Client to add SAT School Day for the 12th grade cohort for the October 13, 2021 administration; and

NOW, THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Budget Schedule - The Budget Schedule in the Agreement is hereby deleted in its entirety and replaced herein and incorporated by this reference.
2. SAT School Day Program Fixed Fee Schedule - The SAT School Day Program Fixed Fee Schedule is hereby deleted in its entirety and replaced herein and incorporated by this reference,
3. Incorporation by Reference. Other than the changes set forth in the preceding paragraphs, all terms and conditions of the Goods and Services Agreement remain in full force and effect. Where there is a conflict between the Goods and Services Agreement and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement. This Amendment, together with the Goods and Services Agreement, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

COLLEGE BOARD

DocuSigned by:

Jeremy Singer

Signature

Jeremy Singer

President

Printed Name & Title

08/22/2021

Date

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature

Rose Ramos

Chief Business Officer

Printed Name & Title

Date



Amendment #1 CB-00030459 to CB-00029756

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2021	June 30, 2022	3,070	\$55.00	\$168,850.00	\$76,750.00	\$92,100.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2021	June 30, 2022	3,114	\$14.00	\$43,596.00	\$15,570.00	\$28,026.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	3,289	\$14.00	\$46,046.00	\$16,445.00	\$29,601.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	3,223	\$18.00	\$58,014.00	\$19,338.00	\$38,676.00
SAT SD Fixed-Fee Without Essay - 12th Grade	July 1, 2021	June 30, 2022	2,602	\$55.00	\$143,110.00	\$65,050.00	\$78,060.00

Subtotal: \$459,616.00

Total Discount: \$193,153.00

Total Cost: \$266,463.00



**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. SCOPE

College Board shall furnish the following SAT School Day materials and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. Materials for Students:

- a. SAT Student Guide.*
- b. SAT test materials (test booklets).*
- c. Student Online Score Report, delivered via College Board website.*
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.*
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.*
- f. If Client is administering digital testing ('Digital Testing'), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.*

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.*
- b. Materials to support test administration.*
- c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client's bulk registration file; one per 10 students registered).*

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.*

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the


Amendment #1 CB-00030459 to CB-00029756

Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).
7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 13, 2021	September 3, 2021
October 28, 2021	September 3, 2021
March 2, 2022	January 28, 2022
March 23, 2022	February 11, 2022
April 13, 2022	March 10, 2022
April 26, 2022	March 25, 2022

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**



10. Dedicated School Day Customer Service for Educators:

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. SAT Ownership. Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. SAT Data and Reporting. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2022 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.

2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 13, 2021	October 28, 2021
11	March 02, 2022	March 23, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 26, 2022 Primary Test Date.



4. Administering the SAT. The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering Digital Testing):

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.


Amendment #1 CB-00030459 to CB-00029756

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a make-up test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test Preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
American Legion High School	052700	SAT School Day: March 2, 2022
American Legion High School	052700	SAT School Day: October 13, 2021
C K McClatchy High School	052705	SAT School Day: March 2, 2022
C K McClatchy High School	052705	SAT School Day: October 13, 2021
Capital City School - Independent Study	052909	SAT School Day: March 2, 2022
Capital City School - Independent Study	052909	SAT School Day: October 13, 2021
George Washington Carver School of Arts and Science	053015	SAT School Day: March 2, 2022
George Washington Carver School of Arts and Science	053015	SAT School Day: October 13, 2021
Health Professions High School	053984	SAT School Day: March 2, 2022
Health Professions High School	053984	SAT School Day: October 13, 2021
Hiram W Johnson High School	052717	SAT School Day: March 2, 2022
Hiram W Johnson High School	052717	SAT School Day: October 13, 2021
John F Kennedy High School	052713	SAT School Day: March 2, 2022
John F Kennedy High School	052713	SAT School Day: October 13, 2021
Kit Carson International Academy	054889	SAT School Day: March 2, 2022
Kit Carson International Academy	054889	SAT School Day: October 13, 2021
Luther Burbank High School	052719	SAT School Day: March 2, 2022
Luther Burbank High School	052719	SAT School Day: October 13, 2021
Met Sacramento High School	053916	SAT School Day: March 2, 2022
Met Sacramento High School	053916	SAT School Day: October 13, 2021
Rosemont High School	053927	SAT School Day: March 2, 2022
Rosemont High School	053927	SAT School Day: October 13, 2021
Sacramento Accelerated Academy	050808	SAT School Day: March 2, 2022
Sacramento Accelerated Academy	050808	SAT School Day: October 13, 2021
Sacramento New Technology High School	053012	SAT School Day: March 2, 2022
Sacramento New Technology High School	053012	SAT School Day: October 13, 2021
School of Engineering and Sciences	054286	SAT School Day: March 2, 2022
School of Engineering and Sciences	054286	SAT School Day: October 13, 2021
West Campus High School	052728	SAT School Day: March 2, 2022
West Campus High School	052728	SAT School Day: October 13, 2021



V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: SAT School Day with PSAT 8/9, and PN and/or P10	Multi-Assessment Pricing: <ul style="list-style-type: none"> • SAT School Day with either PN or P10 or PSAT 8/9 • At least <u>two</u> grades testing for SAT School Day
≥0% and <50%	\$36.00	\$39.00
≥50% and <75%	\$33.00	\$38.00
≥75%	\$30.00	\$36.00

Client will be charged a fixed fee based on enrollment as noted above, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment by the following deadlines:

Administration Date	Deadline to submit updated enrollment
October 13, 2021	October 29, 2021
October 28, 2021	
March 2, 2022	January 28, 2022
March 23, 2022	
April 13, 2022	March 4, 2022
April 26, 2022	

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org as noted above.



Amendment #1 CB-00030459 to CB-00029756

Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

3. Restrictions. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

4. Unused Tests. Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Ed Eldridge	Ed Eldridge	Jessica Sulli	Jennifer Ellerman
Title:	Director of Strategy & Innovation	Director of Strategy & Innovation	Contracts Specialist	Coordinator
Address:	5735 47th Ave	5735 47th Ave	5735 47th Avenue	5735 47th Ave
City/State/Zip:	Sacramento, CA 95824	Sacramento, CA 95824	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528
Phone:	(916) 643-9420	(916) 643-9420	(916) 643-2464	(916) 643-9420
Email:	ed-eldridge@scusd.edu	ed-eldridge@scusd.edu	jessica-sulli@scusd.edu	jennifer-ellerman@scusd.edu

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Contract Schedule C Enhanced Consulting Support Services

This agreement is made between **CompuClaim**, Inc. and the Sacramento City Unified School District, hereinafter called the **SCUSD**, this August ___, 2021 as an addendum to our existing contract dated July 1, 2020.

Enhanced Consulting Support Services will provide Sacramento City Unified School District additional support and oversight to ensure the district has a support staff person working directly with the Medicaid Coordinator/Director of Special Education to oversee their Medicaid program.

Sacramento City Unified School District has the potential increase their reimbursement revenue annually. To reach this potential the district requires a well-developed plan to document all eligible services and optimize all opportunities with complete oversight and management of their program.

Based on limited Administrative district staff to effectively oversee the CA Local Educational Agency-Billing Option Program (hereinafter called LEA BOP), CompuClaim will assign an Account Manager to provide additional consulting support services as outlined below.

Schedule C: Consulting Support Services

CompuClaim will provide Consulting Support Services to the Sacramento City Unified School District during the 2021-2022 school year that includes the following additional support services:

- Identify and review all eligible services as outlined in the CA Medi-Cal SPA are being provided and logged for all students.
- Performance report review will be conducted on a monthly basis and submitted to the Director of Special Education by the assigned Account Manager. Details of providers and caseloads will be reviewed to ensure all staff are logging services in a timely fashion to facilitate Medicaid reimbursement. As part of the performance review process, the Account Manager will:
 - Communicate directly with in-district providers who are behind in logging activities, and
 - Ensure all allowable providers are established in the service portal by reviewing the districts TSP list
- Work with the Director to update all providers using the service portal and update users.
- Provide assistance with entering parental consents and ensuring district receives monthly status reports on outstanding consent.
 - Parental consent is required for all IEP/IFSP services.



- CompuClaim will provide assistance with entering provider NPI for prescription into the service portal, ensuring district receives monthly status reports, and provide education and guidance as necessary to district administration around the procurement physician ORP NPI;
- CompuClaim will conduct biweekly meetings with the Director of Special Education. In these updates we will discuss any outstanding services that are not being captured according to held services and where SCUSD is with reimbursement for the year. CompuClaim will provide:
 - Detailed forecast of services that is/is not currently being captured to improve reimbursement for the district

Consulting Support Services Compensation

CompuClaim will provide Sacramento City Unified School District with consulting support services during the 2021-2022 SY to provide more intensive oversight and management of their existing School Based Medicaid program.

The *SCUSD agrees* to pay *CompuClaim, Inc.* of consulting support services as outlined in this **Schedule C**, a monthly fee of \$5,000.00 beginning October 1, 2021 thru December 30, 2021. This amount will be invoiced monthly upon signed agreement for consulting support services. The designated CompuClaim staff member will conduct one district meeting at the initial implementation of this contract and then conduct monthly telephone meetings with the Director to keep the district apprised of the progress and action items requiring attention

Enhanced consulting support services will be invoiced on a monthly basis starting with May 2021 invoices. If the district does not wish to extend the consulting services agreement past **December 30, 2021**, then the district must notify CompuClaim in writing at least 30 days before the addendum end date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

District

CompuClaim, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Service Agreement for School-Based LEA Medi-Cal Billing Option Program

This Service Agreement is made by and between CompuClaim, Inc. (“CompuClaim”), a Rhode Island corporation with an address of 221 Third Street, Newport, Rhode Island 02840, Sacramento City Unified School District, with an address of 5735 47th Avenue, Sacramento, CA 95824 (“District”).

WHEREAS, the District provides medically necessary health care related services to eligible students under the LEA Medi-Cal Billing Option Program (hereinafter LEA BOP).

WHEREAS, the District is desirous of maximizing its potential to receive Medi-Cal reimbursements to which it may be entitled for providing said health care services;

WHEREAS, CompuClaim possesses the expertise and resources to appropriately prepare the claims necessary for LEA BOP;

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. DIRECT CLAIMING SERVICES

CompuClaim will provide Direct Claiming Services as described on Schedule A (hereinafter “DCS”) in order to process the District’s claims for LEA BOP reimbursement for direct medical services provided to Medi-Cal-eligible students, based upon data provided to CompuClaim by the District.

2. COMPENSATION

- a. The District agrees to pay CompuClaim, Inc. for the DCS at the rate set forth in Schedule C attached hereto.
- b. CompuClaim will invoice the District each July 1st of the fiscal school year. Payment shall be due 30 days from the date of the invoice. Late payments shall be subject to late charge for every calendar month or fraction thereof equal to the lesser of (i) a 1.5 percent or (ii) the highest rate allowed by state law. In addition, the District shall be liable for any legal fees or other costs of collection. To enable electronic billing, District should complete Schedule E attached hereto.



3. RESPONSIBILITY FOR DISALLOWANCES - CHANGE

a. District shall defend and indemnify CompuClaim from and against any fines or penalties imposed upon CompuClaim as a result of an award of damages and costs against CompuClaim due to a suit or claim by the Centers for Medicare & Medicaid Services (“CMS”), the Department of Healthcare Services (DHCS), the US Department of Health and Human Services, a final court judgment, or a settlement of any of the foregoing based on a disallowance of claims filed by CompuClaim on District’s behalf (a “Claim”) if CompuClaim: (a) notifies District in writing of a Claim within ten (10) days after CompuClaim receives notice; (b) gives District sole authority to defend or settle the Claim; (c) gives District all information in CompuClaim’s control concerning the Claim; and (d) reasonably cooperates and assists District with defense of the Claim. CompuClaim may participate in the defense of a Claim at its own expense. District shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for CompuClaim.

b. If District is required to return funds to CMS or to the DHCS due to inaccurate information provided by the District to CompuClaim, any portion of those amounts that were paid to CompuClaim as compensation pursuant to Section 2(a) above will be non-refundable.

c. If the District is required to return funds to CMS and/or the DHCS due to an error directly attributable to CompuClaim, District’s sole remedy shall be limited to a return of fees paid to CompuClaim for the claim that contained such error. During the course of this contract, CompuClaim will maintain an active Errors and Omissions Insurance Policy.

4. PRIVACY REQUIREMENTS AND CONFIDENTIALITY

a. “Protected Health Information” or “PHI” shall have the same meaning as the term ‘protected health information’ in 45 CFR §160.103.

b. Both District and CompuClaim shall collect and/or store student data and PHI and so in order to comply with legal obligations to protect such information agree (i) to enter into a Business Associate Agreement substantially in the form attached hereto as Schedule D.

c. Notwithstanding any other provision hereof, CompuClaim or District may, to the extent permitted by law, use for any purpose PHI that has been aggregated in manner that would make it impossible to identify any individual subject.

d. Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except to perform its



obligations or enforce its rights hereunder. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.

e. "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

5. INTELLECTUAL PROPERTY INDEMNITY

a. CompuClaim shall, at its expense, defend any suit or claim brought against District and shall indemnify District against an award of damages and costs against District by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by CompuClaim, its employees, officers, agents or



representatives, or (ii) the allegation that District's use of DCS infringes a US patent or copyright (a "District Claim"), if District: (a) notifies CompuClaim in writing of the District Claim within ten (10) days after District receives notice; (b) gives CompuClaim sole authority to defend or settle the Claim; (c) gives CompuClaim all information in District's control concerning the District Claim; and (d) reasonably cooperates and assists CompuClaim with defense of the District Claim. District may participate in the defense of a District Claim at its own expense. CompuClaim shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for District.

b. If DCS becomes or in CompuClaim's opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, CompuClaim shall at its option and expense (a) obtain the right for District to use the Service; (b) replace or modify DCS so that it becomes non-infringing; or (c) terminate the License for the Service. If CompuClaim terminates the License for the under this Section 5(b), (i) District shall cease to use the Service; and (ii) as District's sole and exclusive remedy against CompuClaim (other than the indemnification by CompuClaim under Section 5(a) CompuClaim shall refund any prepaid fees paid for the infringing DCS.

c. SECTION 5 STATES COMPUCLAIM'S ENTIRE LIABILITY AND DISTRICT'S SOLE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.

6. TERM AND TERMINATION

a. The term of this Agreement shall begin upon the July 1, 2021 and end June 30, 2022. Additionally, this Agreement may be extended in (1) month increments, to ensure continued operations during a period of transition with a signed and approved contract addendum.

b. CompuClaim may terminate this Agreement if CompuClaim is in compliance with this Agreement and either (a) District fails to pay CompuClaim any amounts when due or, (b) District is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after CompuClaim gives District written notice describing the default. Upon termination in accordance with this Section 6, CompuClaim may:

i. Declare all amounts owed to CompuClaim by District for the entire then-current term to be immediately due and payable;

ii. Terminate access to DCS through CompuClaim Service Portal and Claims Management

iii. Cease performance of all of CompuClaim's obligations under this Agreement without liability to District.



c. District may terminate this Agreement if District is in compliance with this Agreement and CompuClaim is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after District gives CompuClaim written notice describing the default. Upon such termination:

i. District shall pay CompuClaim's outstanding invoices that do not pertain to CompuClaim's default, but District shall have no further payment obligations to CompuClaim under this Agreement; and

ii. CompuClaim shall return all data or other property given by District to CompuClaim for it to perform DCS.

d. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party's assets.

e. Upon termination of this Agreement by CompuClaim or District, Sections 2, 3, 4, 5, 6, 7, 11, and 15 of this Agreement shall survive.

7. LIMITATIONS OF LIABILITY

a. CompuClaim shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. District shall be responsible for making backup copies of data.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.

c. Except only for (a) CompuClaim's indemnification obligations hereunder or (b) bodily injury or damage to tangible property (not data), CompuClaim's maximum aggregate liability for damages to District or those claiming through District shall be limited to actual direct damages in an amount not to exceed the fees paid by District to CompuClaim over the 12 (twelve) months prior to the incident causes such damages.

d. DISTRICT ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY COMPUCLAIM



TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

8. ASSIGNMENT

District may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by CompuClaim, in writing, prior to such assignment, such approval to not be unreasonably withheld.

9. WAIVER

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

10. EXCUSABLE DELAY

Neither CompuClaim nor District shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of CompuClaim or District, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond CompuClaim' or District's reasonable control. This Section 10 shall not delay or excuse District's payment obligations.

11. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in all respects in accordance with the laws of the State of California (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of DCS, any disputes between District and CompuClaim (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Sacramento County, California and the parties shall submit to personal jurisdiction of these courts in any such legal action. CompuClaim and District each waive their right to a trial by jury for any disputes between the parties.

12. INDEPENDENT CONTRACTOR

CompuClaim is an independent contractor, and its personnel shall not be considered employees or agents of District.



13. SEVERANCE AND INTERPRETATION

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. TIME LIMITATION

Except for actions for non-payment or for breach of CompuClaim' or its third parties' intellectual property rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

15. NOTICES

All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other party's President at its address set forth above or such other person or address as a party may indicate in writing from time to time.

16. ENTIRE AGREEMENT

This Agreement, including all Schedules attached hereto, constitute the entire agreement between CompuClaim and District with respect to DCS and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both CompuClaim and District. No employee, agent, or other representative of either CompuClaim or District has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both CompuClaim and District. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.



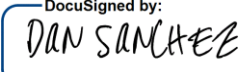
17. DURATION

This contract is in effect July 1, 2021 thru June 30, 2022.

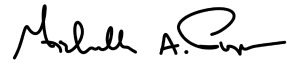
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

Sacramento City Unified School District

CompuClaim, Inc.

By: 
4C99B7D65C74472...

(Signature)

By: 

(Signature)

Name: Dan Sanchez

Name: Michelle Pope

Title: Purchasing Manager

Title: President, COO

Date: 06/28/2021

Date: 8/5/21



SCHEDULE A

DESCRIPTION OF SERVICES

These are the processing steps CompuClaim will perform for the DCS package:

- a. DCS.1 CompuClaim will provide the District with a state specific claims information management system for the use of the District in providing data necessary for CompuClaim to formulate the District's claims.
- b. DCS.2 CompuClaim will return to the District any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate LEA BOP. CompuClaim will provide the District with direction on how to bring such logs and/or claims into compliance.
- c. DCS.3 CompuClaim will provide timely electronic claims processing for the District's claims. All payments on said claims will be remitted directly to the District by the Medi-Cal agency, the Department of Healthcare Services (DHCS).
- d. DCS.4 CompuClaim will provide quarterly Management Reports to the District.
- e. DCS.5 CompuClaim will provide training for all District- employed and contracted providers of Medi-Cal-eligible services at the time of onboarding and as needed during the contract term regarding federal and state law pertaining to appropriate LEA BOP. Training will be for no more than 50 people at once
- f. DCS.6 CompuClaim will provide Administrative training at the time of initial contract with the district. Subsequent Administrative Trainings may result in additional fees.
- g. DCS.7 CompuClaim will work with the District to provide education and assistance in processes associated with the Random Moment Time Study (RMTS).
- h. DCS.8 CompuClaim will work with the District to provide education and general assistance in the processes associated with the annual LEA BOP Cost Reporting process.



SCHEDULE B

DESCRIPTION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT DCS SERVICES

- i. DCS.9 District will maintain current provider enrollment with the Department of Healthcare Services;
- j. DCS.10 District will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the district;
- k. DCS.11 District will ensure they are using licensed providers as required under the program and that information pertaining to licensure is available when necessary;
- l. DCS.12 District will have a minimum of 1 person designated as the LEA BOP Coordinator for the district, and they will follow CompuClaim administrative guidelines;
- m. DCS.13 District will identify a primary Medi-Cal contact for CompuClaim for high level communication;
- n. DCS.14 District will communicate changes in district Administration to CompuClaim in a timely manner;
- o. DCS.15 District will ensure they are complying with all areas of participation in the LEA BOP, including active participation in:
 - i. Collection of outstanding Parental Consent;
 - ii. Obtaining appropriate prescription, referrals, and orders for reimbursable services.
 - iii. Compliance with State and Federal Regulations, statutes, and documentation retention
 - iv. Requirements applicable to the LEA BOP;
 - v. Active participation and compliance in the School Based Medi-Cal Administrative Activities (SMAA) program through Local Education Consortium (LEC) or Local Governmental Agency (LGA)
 - vi. Active participation and compliance in the Random Moment Time Study (RMTS) process;
 - vii. Timely submission of LEA BOP claim information (both electronic and paper) within 30 days from date of service provision;
 - viii. Maintain HIPAA compliance when communicating with CompuClaim staff (email, Basecamp, etc.);



- ix. Complete required program reporting in a timely manner by the schedules/deadlines provided by CompuClaim.



SCHEDULE C

California Pricing Rate

The District agrees to pay CompuClaim, Inc. for services described in Schedule A at a rate of \$72,500.00 annually on July 1st.



SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

CompuClaim, Inc. (Hereinafter referred to as “CompuClaim”)
221 Third Street
Newport, RI 02840

Sacramento City Unified School District (Hereinafter referred to as “District”)
5735 47th Avenue
Sacramento, CA 95824

This Business Associate Agreement is hereby entered into by and between CompuClaim and Customer, as of the date executed by Customer and recorded on the signature page below (“Effective Date”).

This Business Associate Agreement (“BAA”) supplements and amends the Service Agreement for School-Based Medi-Cal Billing, entered into by and between CompuClaim and Customer, dated July 1, 2021, (hereinafter “Services Agreement”) under which CompuClaim is providing certain Medi-Cal billing services (“Services”) for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by CompuClaim to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties’ obligations hereunder, the terms and conditions of this BAA shall prevail.

CompuClaim and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the “HIPAA Rules”), under which Customer is a “Covered Entity” or “Business Associate” and CompuClaim is a “Business Associate” of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to CompuClaim.



Definitions:

1. Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. "Breach" shall have the same meaning as set forth in 45 CFR §164.402.
- b. "Business Associate" shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
- g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
- c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it



shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.

d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.

e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.

f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI in accordance with the terms and conditions of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.

h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.



i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.

j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).

k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services (“Secretary”) for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.

b. Business Associate may Use or Disclose PHI as required by law.

c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.

d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.

e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Customer.

a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.



- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

5. Term and Termination.

- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the



conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

6. Miscellaneous.

a. **Indemnification.** Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA (“Claim”). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer’s violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate’s option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate’s right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer’s sole and exclusive remedy and CompuClaim’s sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.

b. **Injunctive Relief.** Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.

c. **Regulatory References.** A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.

d. **Amendment.** The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the



date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days' written notice to the other party.

e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.

f. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

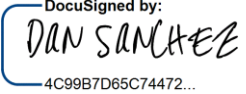
g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the Services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.

h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.

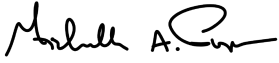
i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

Sacramento City Unified School District

CompuClaim, Inc.

By: 
4C99B7D65C74472...

(Signature)

By: 

(Signature)

Name: Dan Sanchez

Name: Michelle Pope

Title: Purchasing Manager

Title: President, COO

Date: 06/28/2021

Date: 8/5/21

SERVICES AGREEMENT

Date: July 1, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Eaton Interpreting Services (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"):

Interpreting services as needed to ensure effective communication with deaf, hard of hearing, or deaf-blind persons as requested by the Special Education Department.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022, 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: \$55.00 per hour of services as may be requested by District. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Forty Thousand Dollars (\$140,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of the Special Education Department, at SPED-invoices@scusd.edu.

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.

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a “violent or serious felony” as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee’s arrest has been determined to not involve a “violent or serious felony” as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

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, and including without limitation all consequential damages, 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 the Parties 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; or (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.

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. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. 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:	Contractor:
Sacramento City Unified School District	Eaton Interpreting Services
PO Box 246870	8333 Olivine Ave
Sacramento CA 95824-6870	Citrus Heights, CA 95610
Attn: Jessica Sulli, Contracts	Attn: Kim Eaton, President

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 Contractor 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.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

By: _____

Rose Ramos
Chief Business Officer

By: Kim Eaton _____

Kim Eaton
President

Date

8/25/2021

Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2021-2022**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on September 2, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Global Teletherapy, LLC (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 2, 2021 to June 30, 2022 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
 - iv. a surrogate parent; or
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its 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 CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- 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 CONTRACTOR's policy should have an exclusion for sexual

molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, 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 CONTRACTOR 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 LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to 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. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA 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 LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'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 LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, 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 CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR'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.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A
RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the

school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased

by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only

those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

26. DATA REPORTING

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday.

(Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action.

A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR

agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.*

and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student’s IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student’s instructional program, and shall be invited to participate in the formal review of each student’s progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’S site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA’s Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall

complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title

34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code

of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of

facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

53. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2022 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter.

CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR 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 from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed,

trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR CONTRACTOR CLOSURE

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

63. INSPECTION AND AUDIT

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

64. RATE SCHEDULE

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

65. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR
Global Teletherapy, LLC

LEA
Sacramento City Unified School District

By: _____
Alan Goode Date
CEO

By: _____
Rose Ramos Date
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

Alan Goode, CEO
Global Teletherapy, LLC
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691

P: 443-743-3610 F: 443-836-2393
Email: alan@globalteletherapy.com

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

(11) Nursing Services
Other

_____	_____
_____	_____
_____	_____

*Parent transportation reimbursement rates are to be determined by LEA.
**By credentialed Special Education Teacher.

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

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

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST		\$	

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2021-2022 CONTRACT YEAR
CONTRACTOR: Global Teletherapy, LLC

Hourly Services - Speech Therapy:

- Language and Speech Therapy - Individual - Online will be billed at \$110 per hour.
- Language and Speech Therapy - Consultation Rate - Online will be billed at \$110 per hour.
- IEP meetings (when not being conducted as part of an evaluation) are billed at \$110 per hour.
- Evaluations (including IEP meeting) will be billed at **\$580** per Evaluation
- No shows or cancellations for evaluations with less than 24 hours notice are billed at \$95 flat fee.

Hourly Services - Occupational Therapy:

- Occupational Therapy - Individual - Online will be billed at \$110 per hour.
- Occupational Therapy - Consultation Rate - Online will be billed at \$110 per hour.
- IEP meetings (when not being conducted as part of an evaluation) are billed at \$110 per hour.
- Evaluations (including IEP meeting) will be billed at **\$580** per Evaluation
- No shows or cancellations for evaluations with less than 24 hours notice are billed at \$95 flat fee.

Hourly Services - Mental Health Therapy:

- Individual Counseling - Online will be billed at \$110 per hour.
- Parent Counseling - Online will be billed at \$110 per hour.
- IEP meetings (when not being conducted as part of an evaluation) are billed at \$110 per hour.
- No shows or cancellations for evaluations with less than 24 hours notice are billed at \$95 flat fee.

Hourly Services - School Psychologists:

- Evaluation (including IEP meeting) will be billed at **\$1,900** per Evaluation
- No shows or cancellations for evaluations with less than 24 hours notice are billed at \$95 flat fee.

Hourly Services - Physical Therapy:

- Physical Therapy - Individual - Online will be billed at \$110 per hour.
- Physical Therapy - Consultation Rate - Online will be billed at \$110 per hour.
- IEP meetings (when not being conducted as part of an evaluation) are billed at \$110 per hour.
- Evaluations (including IEP meeting) will be billed at **\$580** per Evaluation
- No shows or cancellations for evaluations with less than 24 hours notice are billed at a flat rate of \$95

Per Diem Services to be provided by Contractor at \$2,995 per week per FTE (or full time equivalent) for 40 hours per week to students in California as directed by District and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance,

collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

Per Diem Services to be provided by Contractor at \$2,995 per week per FTE (or full time equivalent) for 40 hours per week to students in California as directed by District and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

Per Diem Services to be provided by Contractor at \$2,995 per week per FTE (or full time equivalent) for 40 hours per week to students in California as directed by District and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks. Additional per diem hours requested by Sacramento City Unified School District will increase weekly billing by \$75 per hour and can be agreed to via email.

Per Diem Services to be provided by Contractor at \$2,995 per week per FTE (or full time equivalent) for 40 hours per week to students in California as directed by District and will be compensated regardless of caseload or absences. Working time will include direct therapy, evaluations, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

Per Diem SEL/Gen Ed Services - will be provided by Contractor for \$2,760 per week.

Per Diem Services to be provided by Global Teletherapy School Psychologists at \$3650 per week per FTE (or full time equivalent) for 40 hours per week to students in California as directed by District and will be compensated regardless of caseload or absences. Working time will include testing, scoring, report writing, IEP/Eligibility meeting attendance, collaboration with staff and parents, scheduling and other related tasks.

Equipment.

Webcams	\$55.00 Each
Head sets	\$48.00 Each
OT Toolkits	\$55.00 Each

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES (Education Code Sections 56365 et seq.)

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

SELPA INFORMATION	
Special Education	Program Contact: Rebecca Bryant
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 th Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Beckybr@scusd.edu

NPA INFORMATION	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

STUDENT INFORMATION			
Student Last:		Student First:	
DOB:	Grade:	Sex: () F () M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	() IEP Benchmark Dates () Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ()-		Parent/Guardian Phone #2: ()-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

SERVICE INFORMATION									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

CONTRACT PROPOSAL

Sacramento City Unified School

District Athletic Training Services Proposal

Prepared For :

Sacramento City Unified School District

5735 47th Avenue

Sacramento, California 95824

P: 916-752-3357 E: Rose-f-ramos@scusd.edu



Create Date : July 26, 2021

Valid Date : June 15, 2021

Privacy Policy

This proposal has been made exclusively for the organization named within these pages. It is not to be shared or distributed with any person(s) or entity outside of the organization and ATvantage LLC.

**ATVANTAGE IS THE PREMIER PROVIDER OF CONTRACT ATHLETIC TRAINERS
PROVIDING OPPORTUNE ATs™**

WHAT'S INCLUDED IN THE CONTRACT?

Details of doing business with us

CERTIFIED
Graduated from an accredited university

VALIDATED
Certified by the Board of Certification

PRESCREENED
Verified work history & background checks

INSURED
AT & ATVantage both insured

DETAILS TO SET US APART

SUB

If your AT is unavailable, we will work to provide a sub. This is also the case if the AT vacates the position.

HRS

ATs are updated on hours usage semi-regularly. ADs will be updated seasonally. Both are encouraged to discuss usage openly.

ROI

We work with an outside analyzer to determine Return on Investment for Clients based on injury report data collected by ATs.

QUALITY CONTROL

Emergency Action Plans
We provide a template EAP for the AT to complete within 2 weeks of starting

Satisfaction Survey
You will receive a survey within the first 4 weeks of a new AT to ensure they are a good fit.

87%

87% AT retention, from year to year

ABOUT US

SCHOOL DISTRICTS: CURRENTLY SERVING 29 HIGH SCHOOLS IN 11 DISTRICTS



YOUTH SPORT ORGANIZATIONS: STAFFING HUNDREDS OF YOUTH EVENTS YEARLY



COLLEGE/ UNIVERSITIES: CURRENTLY STAFFING 8-11 SITES FOR SUB OR CLUB SPORT NEEDS

OUR CLIENTS



“ *ATvantage's goal is to foster lasting relationships by having both the client's and athletic trainer's best interests in mind.* ”

Mr. Rod Edmiston - District Athletic Director, Elk Grove USD

P: 916.793.2674
E: dedmisto@egusd.net
A: 9510 Elk Grove Florin Rd. Elk Grove, CA 95624

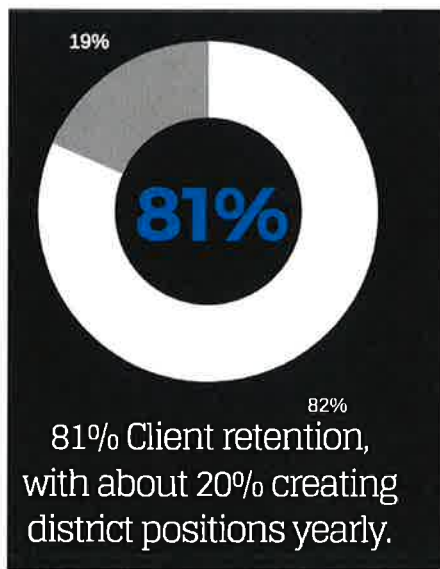
Mr. Chris Schiermeyer - Assistant Superintendent, San Lorenzo Valley USD

P: 831.336.9672
E: cschiermeyer@slvusd.org
A: 7105 Hwy 9, Felton, CA 95018

Ms. Kelly McAmis - Assistant Superintendent, Garden Grove USD

P: 714.663.6222
E: kmcamis@ggusd.us
A: 10331 Stanford Ave. Garden Grove, CA 92840

FEATURED REFERENCES



Sacramento City Unified School District	Rate	Hours	Subtotal
<input checked="" type="checkbox"/> 1Year Contract Option - 1 AT, avg of 17 hrs/week for 40 weeks 6 high schools with 700 hours each	\$57	4,200	\$239,400
<input type="checkbox"/> 3 Year Contract Option - Year 1 & 2 - 700 hours at each site (avg 15 hrs/ week) - Year 3 - 780 hours at each site (avg 18-20 hours/week) * no rate increase for duration of this specific contract	\$53	4200	\$222,600
<input type="checkbox"/> Cost for Year 3 * no rate increase for duration of this specific contract	\$53	4,680	\$248,040
Total			\$239,400

PROPOSAL DETAILS

All estimates are written with the Client's requests in mind, however, may include additional hours in an attempt to reach a round number or minimum purchase agreement. All estimates are "up to" amounts, with the client only being charged for hours used, not necessarily those estimated in the agreement.

ATvantage attempts to include all necessary hours in a single proposal to be more efficient and decrease workload on both parties in avoidance of re-writing for an additional hours. Client should attempt to include as many dates/ events as possible in the single proposal, potentially estimating higher, knowing all the hours may not be used.

ATvantage requests at least 2 weeks notice of all events or coverage needs. If this proposal is being agreed upon within a two week window, the possibility of securing coverage is reduced, unless otherwise stated.

EXECUTIVE SUMMARY



ATVANTAGE AGREEMENT

This ATVantage Agreement (the "Agreement") is made on July 26, 2021 (the "Effective Date") by and between Sacramento City Unified School District (the "Principal"), and ATVantage LLC, a limited liability company (the "Agent" or "ATvantage") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Principal is engaged in the business of public school district; and is authorized pursuant to Education Code section 35160 and Government Code section 53060 to contract for professional services; and

WHEREAS, the Principal wishes to appoint the Agent as its agent who is uniquely qualified and experienced to furnish independently contracted certified athletic trainers (each an "Athletic Trainer" or "AT"); and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its agent for the purpose of assigning of an independent contractor certified athletic trainer for the Principal. Responsibilities as they may relate to sports medicine practices, specifically the prevention, evaluation, intervention, and/ or treatment of athletic injuries hereto (the "Duties") in such a manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement.

2. TERM.

This Agreement shall become effective as of July 26, 2021 and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall be for one year.

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to provide contract services for any personnel outside of certified athletic trainers contracted with Agent; or otherwise obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

4. TERRITORY.

The Territory of the Agent shall not be limited.

5. COMPENSATION.

The total value for the Services pursuant to this contract shall not exceed \$239,400.00 unless otherwise agreed to by both parties. Invoices each month shall be broken into even installments based on the total contract amount divided by contract length. First payment to be invoiced July 1, 2021. Payment is due within 30 days after invoice is sent.

6. TAXES.

(a) Agent is solely responsible for its own taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of the Principal's payment of compensation to the Agent under this Agreement.

(b) Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for services under this Agreement.

7. EXPENSES.

Each Party shall be responsible for all of its own individual expenses incurred while performing services under this Agreement, unless otherwise stated.

8. RECORDS.

During the Term and for a period of three (3) years thereafter, the Agent shall maintain complete and accurate books and records with respect to the performance of its Duties hereunder, which books and records shall include (but not be limited to) copies of orders and confirmations thereof, invoices, invoice approvals, supporting documentation, shipping and payment records, and injury report documentation. The Principal shall have the right to inspect and/or obtain copies of the Agent's books and records with respect to the Agent's Duties or the performance thereof under this Agreement upon reasonable prior written notice to Agent.

9. DISCLOSURE OF STUDENT INFORMATION

1. The Parties understand and agree that, in order for the Agent to effectively provide the Duties as described herein, the Agent may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.
2. Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Agent, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)
3. The Agent will be furnishing qualified personnel to provide athletic training services that would otherwise be performed by employees of the Principal, and is thus considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i).
4. The Agent and/or its employees/ and or independent contractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student.
5. The Agent and/or its employees/ and or independent contractors shall not use student information for any other purpose than the scope of work described herein.
6. The Agent shall permit the Principal access to any relevant records for purposes of completing authorized audits.
7. The Agent is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agent shall direct Students, and Instructors providing supervision at the Agent as part of the Program, to comply with the policies and procedures of the Agent, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agent's protected health information, the Students and Instructors are defined as members of the Agent's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agent. The Principal will never access or request to access any Protected Health Information held or collected by or on behalf of the Agent by a Student or Instructor who is acting as part of the Facilities workforce.

The Agent must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$1 million/ incident, \$3 million aggregate. The Agent must provide the Principal with proof of insurance on the Principal's request and must immediately notify the Principal in writing if the Agent's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The Principal must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$1 million/ incident, \$3 million in the aggregate. The Principal must provide the Agent with proof of insurance on the Agent's request and must immediately notify the Agent in writing if the Principal's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The independent contractor athletic trainer will perform Live Scan fingerprinting and/ or TB testing prior to reporting to the contract site and results will be transmitted to the district, if required, at the sole expense of the Principal.

FINGERPRINTING REQUIREMENTS

Agent agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the Principal, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that Agent assigns to provide services directly to, or have any contact with, pupil(s) of the Principal shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the Principal is allowed. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Pursuant to Education Code §45125.1, any individuals that come into contact with students of the Principal must undergo a criminal background investigation by the Principal. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, Principal shall within 48 hours notify Agent of such a subsequent arrest notification. If an individual is disqualified from working for Principal pursuant to requirements of the California Education Code, Agent agrees to provide a replacement within 15 days.

Agent further agrees and certifies that any individual providing services directly to any pupil(s) of the Principal whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence based

training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

11. TERMINATION.

This Agreement may be terminated:

- By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.

- By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
- By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement.
- By the Agent at any time and without prior notice, if the Principal (or the Principal's representatives) is/are convicted of any crime or offense, fails or refuses to comply with any applicable laws, rules, regulations or policies, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the notice of termination of this Agreement for any reason, the Principal shall promptly pay the Agent according to the terms for its performance of Duties before the effective date of the termination.

12. AMENDMENTS.

This Agreement may be amended only with the unanimous written consent of both Parties.

13. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

1. Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
2. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances and all applicable guidelines set by the Principal.

14. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement, or any act, error, or omission of the other Party.

15. USE OF TRADEMARKS.

Each Party grants the other Party a non-exclusive, limited license to use each other's name and logo with respect to promotion of the business relationship between the Parties. For example, Agent may use Principal's name and logo in its promotional material that it may present to other clients or potential clients, and Principal may use Agent's name and logo in any of its own material that it presents to parents, other students/participants.

The Parties recognize the right, title, and interest in and to all service marks, trademarks, and trade names used by the Parties and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Parties right, title, and interest therein, nor shall the Parties cause diminishment of the value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise.

16. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee or partner of the Principal.

17. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

18. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

19. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal:

Sacramento City Unified School District

5735 47th Avenue

Sacramento, California 95824

If to the Agent:

ATvantage Athletic Training

500 N Estrella Parkway St. B2 #475

Goodyear, AZ 85338

21. GOVERNING LAW; VENUE; ATTORNEY'S FEES.

This Agreement shall be governed by the laws of the state of California, without regard to its conflicts of law provisions. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. Venue for any cause of action arising will be in Sacramento, California.

If a dispute rises between or among the Parties regarding any covenant or obligation under this Agreement, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to litigation.

22. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

24. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

25. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

24. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

25. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PRINCIPAL	AGENT
Sacramento City Unified School District	ATvantage, LLC
 <small>2021-07-26 16:25:07 (MST)</small>	 <small>2021-07-26 10:50:49 (PST)</small>
Name: Rose Ramos	Name: Alisha M. Pennington
Title: Chief Business Officer	Title: Owner/Operator
Date: July 26, 2021	Date: July 26, 2021

Exhibit A

Duties & Specifications

Scope of Work

ATvantage sources, interviews, places, and maintains the status of the athletic trainer throughout the length of the contract. We work alongside each individual site to understand their unique needs & desires for an athletic trainer, while educating them on necessary understandings in anticipation for their new staff member.

Athletic Trainer are defined by the National Athletic Trainers' Association as "highly qualified, multi-skilled health care professionals who collaborate with physicians to provide preventative services, emergency care, clinical diagnosis, therapeutic intervention and rehabilitation of injuries and medical conditions. Athletic trainers work under the direction of a physician as prescribed by state licensure statutes." Any athletic trainer staffed by ATvantage will work within their scope of practice, as deemed by the Board of Certification, their level of professional training, and the state practice act, where applicable.

Agent Responsibilities:

1. ATvantage will conduct a DOJ 7 year background check on all contracted athletic trainers prior to being scheduled for coverage. Livescan and/or TB testing can be accommodated, when requested, and will be the sole expense of the Principal.
2. ATvantage requires that all contracted athletic trainers have active professional liability (E&O) insurance as well as certifications for CPR, AED, and First Aid.
3. ATvantage requires that all contracted athletic trainers are certified and in good standing with the Board of Certification (if applicable).
4. ATvantage carries professional liability insurance for contracted athletic trainers and company for entire duration of contract.
5. ATvantage reasonably endeavors to provide a single athletic trainer at each site contracted, unless otherwise stated. In the event an athletic trainer becomes unavailable, for whatever reason, ATvantage will work to provide a substitute and/or alternative permanent replacement as quickly as possible.
 1. ATvantage will provide up to 3 candidates for the Principal to interview at their individual sites. We anticipate prompt feedback, which will be used in the selection of the athletic trainer to be placed at that site.
 2. Unless otherwise stated, ATvantage will endeavor to keep the current athletic trainer at their respective site year after year within a contract with the Principal.
6. ATvantage will provide the Principal with a copy of an Emergency Action Plan within 4 weeks of placement of the athletic trainer, at the Principal's written request.

7. ATVantage will provide monthly hours usage updates to Athletic Trainers and seasonal (every 3-4 months) updates on hours usage to the Principal or designated site personnel. Hours usage can be requested at any time in between those increments.
8. For newly established positions or athletic trainers:
 1. Send satisfaction [surveys](#) around 4, 8, and 12 week mark, seeking feedback and understanding from the site on their satisfaction with the placement of their athletic trainer.
 2. Arrange for a mid-year site visit on campus to meet with administration of the site and the athletic trainer to understand how things are going.
9. ATVantage will send an end of the year [survey](#) to all sites in the hopes of collecting information regarding how things went for the year and how they could be improved moving forward.
10. ATVantage currently utilizes [InjureFree](#), an electronic injury documentation and management software. The software is HIPAA and FERPA compliant and fully customized to ATVantage's needs. ATVantage may use any injury documentation and management software, so long as it complies with HIPAA and FERPA.
 1. Included features are: unlimited injury reports, single authorized user (athletic trainer), ability to send custom & confidential injury reports. Advanced features can include: return to play/ learn clearance, increased visibility to other users (coaches, admin, parents, physicians, etc) and custom forms. These features can be purchased through an exclusive offering from InjureFree to ATVantage customers, but are not included in the contract.
 2. InjureFree does not collect contact information for any students/ participants. Only first & last name is required, the primary purpose is for management of injury report documentation.
 3. As a result of this partnership, all contracts require 1 hour/ week to be allocated towards injury documentation within the software for decreased liability & ability to gauge "return on investment" at the end of contracts.

Athletic Trainer Responsibilities:

1. Athletic Trainer will be responsible for own transportation to and from site, unless otherwise noted or requested by the Principal.
2. Athletic Trainer will be available during all hours as outlined in this proposal.
3. Athletic Trainer will provide care for all athletes equally.
4. Athletic Trainer will work within their scope of practice, professional level of training, and/ or state practice acts, where applicable.
5. Athletic Trainer will work directly with the designated site personnel (Athletic Director) to set up daily, weekly, monthly and/or seasonal schedule. It is the responsibility of both the designated site personnel and the Athletic Trainer to schedule out their hours appropriately.
6. Reasonable additional duties, as deemed necessary by the Principal, especially as they relate to responses on [Checklist](#).

Principal Responsibilities:

1. Ensure that Consent to Treat is signed and received from all parents/ guardians of minors for the athletic trainer to administer ongoing care.
2. If participants are minors, proof of Consent to Treat must be provided to ATVantage prior to scheduling of services. ATVantage reserves the right to review and request further information if the form provided does not meet HIPAA, FERPA, or legal language standards.
3. Facilitate communication between ATVantage and designated personnel at each individual site, including but not limited to Athletic Director name & contact information as well as an administrator (principal or VP) with name and contact information.
 1. In the event these designated personnel cannot be reached, especially as it may pertain to summertime in anticipation of the placement of the Athletic Trainer, the District or Principal will be notified. If continued lack of communication occurs, ATVantage will move on to the placement of that athletic trainer at an alternative site until communication can be established.
 2. Principal should respond to correspondence from ATVantage in a timely manner (within 72 hours), especially as it pertains to the placement of an athletic trainer, the acquisition of supplies or equipment, and any conflict resolution concerns.
4. Provide support of ATVantage contracted athletic trainers and staff with a healthy work environment. Including but not limited to:
 1. Acknowledgment of the athletic trainer as an allied healthcare professional. Does not bully, intimidate, or threaten the athletic trainer especially as it may relate to their healthcare practices or decision making regarding injuries and/or concussion.
 2. A permanent designated workspace or location for the athletic trainer that is protected from the elements (ideally indoor), where all athletes (both genders) can access them, space for taping, evaluation, or rehabilitation and that has a locking door for both supplies within a cabinet and/or the primary access door. Athletic Trainer should be provided keys to this space and access to the room should be limited to designated personnel only.
 1. Though not required, this space would also have access to running water (for washing hands in between patient visits), cooled and/or heated air for care of illness, and close proximity to an ice machine.
 2. Space should have access to internet for the athletic trainer to utilize for record keeping and injury documentation. The Principal may provide access to a computer within this space, at their convenience.
 3. Overall condition of the space should be considered in relation to its use as a healthcare facility, meeting the requirements of OSHA standards, ADA requirements, sanitation, and general facility management. (Athletic Training professional recommendations on facility management can be found [here](#).)

3. Protection of their professional opinion, especially in how it may relate to communication with coaches or parents. The Athletic Director may be called upon to act as a mediator between coaches or parents in relation to healthcare decisions on behalf of the Athletic Trainer.
4. Ongoing communication with the athletic trainer, especially as it pertains to the creation or editing of a schedule, the acquisition of supplies or equipment, injury reports & updates, or other pertinent information.
5. Establish a supply budget of \$2,000-\$3,000 per site for necessary items and materials to be purchased for the Athletic Trainer to work effectively.
 1. Identifying the budget and necessary items alongside the Athletic Trainer within 4 weeks of their placement. Athletic Trainer and ATvantage can provide recommendations on supplies needed and purchasing options, as needed. Purchases should be made as soon as possible, especially in the event that a site doesn't already have supplies or the Athletic Trainer is going without.
 1. Every effort will be made to work alongside the Principal to establish a budget that allows for necessary supplies while respecting the monies allotted. In the event an Athletic Trainer or ATvantage has not been notified of the supplies budget or intention to purchase supplies, communication to the Principal or district will be made. If no response is received, supplies will be purchased by ATvantage and the Principal will have that amount deducted from their total contract in hours.
 2. Supplies to include but are not limited to PPE, a medical kit, first aid materials, emergency supplies such as splints, slings, or ACE bandages, and rehabilitation equipment, as needed.
 3. All sites must have a functioning ice machine, accessible to the athletic trainer daily.

Accounting and/or Purchasing Contact Info:

Is PO required to render services?

If Yes, complete purchasing contact info.

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: July 26, 2021

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: July 26, 2021

PRINCIPAL

AGENT

Sacramento City Unified School District

ATvantage LLC


2021-07-26 16:25:07 (MST)


2021-07-26 18:59:49 (MST)

Name: RoseRamos

Name: Alisha M. Pennington

Title: Chief Business Officer

Title: Owner



DISTRICT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 13th day of August, 2021 ("Effective Date"), is by and between RO HEALTH, INC. ("RO HEALTH"), a Delaware corporation with its corporate office located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Sacramento City Unified School District (hereinafter referred to as "DISTRICT") located at 5735 47th AVE. Sacramento, CA 95824.

WHEREAS, RO HEALTH operates a medical staffing agency and employs personnel to provide services to DISTRICT.

WHEREAS, DISTRICT operates a school district and desires that RO HEALTH shall supply contract personnel to DISTRICT.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and DISTRICT, (jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1. TERM.

The term of this Agreement will commence on the date of the last signature and will continue for one (1) year unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this Agreement shall be automatically renewed for increment of additional one (1) year periods and shall not require a writing by either Party hereto in order to extend the term hereof.

2. TERMINATION.

Either Party may terminate this Agreement, at any time, by providing thirty (30) days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.

RO HEALTH shall provide DISTRICT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

- 3.1** Proof of current licensure, registration and or certification (if applicable).
- 3.2** Written or verbal verification of two (2) references.
- 3.3** Written verification of worker's unrestricted credential (if applicable).

3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification, unless written documentation from DISTRICT is provided removing this requirement for specific positions.

3.5 Possess proof of an annual tuberculosis test or chest X-ray.

3.6 Possess proof of the following required vaccinations. As required by DISTRICT and State (of California) Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. RO HEALTH agrees that any employee/PERSONNEL it provides to DISTRICT shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon RO HEALTH's receipt of vaccination documents, DISTRICT will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, RO HEALTH agrees such individuals must undergo diagnostic screening testing at least once weekly and RO HEALTH shall provide evidence of same to DISTRICT on a weekly basis or as otherwise agreed by DISTRICT and RO HEALTH. DISTRICT shall provide RO HEALTH's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. If an employee is disqualified from working for DISTRICT pursuant to the requirements by the California Department of Public Health, RO HEALTH agrees to provide a replacement employee with fifteen (15) days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

3.7 Criminal Background Check and disclosure statement.

4. PROVISION OF PERSONNEL.

To supply DISTRICT with PERSONNEL when requested, RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

4.1 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 RO HEALTH employee file. RO HEALTH shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by RO HEALTH.

4.2 Clearance. 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.

- 4.3 Transportation. Possess a valid California driver's license and have access to a reliable vehicle.
- 4.4 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 RO HEALTH.
- 4.5 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 RO HEALTH, and passed competency skills checks for those procedures, to be administered by a RO HEALTH supervising clinician.
- 4.6 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).

5. SCOPE OF WORK.

RO HEALTH represents and warrants that each RO HEALTH employee shall:

- 5.1 Conduct contact tracing/communicable disease follow up per DISTRICT guidelines.
- 5.2 Adhere to all guidelines outlined in DISTRICT's "AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS" document (EXHIBIT A).
- 5.3 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.
- 5.4 Provide contact tracing as requested by DISTRICT.
- 5.5 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.
- 5.6 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.

5.7 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.

5.8 Minimize classroom disruptions in providing care per the written orders.

5.9 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.

5.10 Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.

5.11 Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

6. DISTRICT ORIENTATION.

DISTRICT will provide RO HEALTH personnel with an orientation to DISTRICT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet DISTRICT expectations for personnel.

7. URGENT PERSONNEL REQUESTS.

If DISTRICT requests personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill DISTRICT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

8. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If DISTRICT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill DISTRICT for four (4) hours at the established hourly rate.

If DISTRICT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill DISTRICT for four (4) hours at the established hourly rate.

9. CONVERSION FEE.

DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. DISTRICT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event DISTRICT, or any affiliate, subsidiary of DISTRICT solicits, hires or employs RO HEALTH personnel, DISTRICT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH

employee's commencement as a DISTRICT employee or contractor; (2) provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

10. RESPONSIBILITY FOR PATIENT CARE.

DISTRICT retains responsibility for management of care of each of its patients and for ensuring that services provided by RO HEALTH personnel under this Agreement are furnished in accordance with applicable standards.

11. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement.

12. INDEPENDENT CONTRACTOR.

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

As an independent contractor under this Agreement, RO HEALTH shall maintain responsibility, as the employer, for the payment of wages, and other compensation, in addition to any mandatory withholdings and contributions.

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

RO HEALTH also agrees to defend, indemnify and hold 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.

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.

13. PAYMENT FOR SERVICES.

RO HEALTH will submit monthly invoices to DISTRICT at the rates established in Exhibit A for personnel provided to DISTRICT during the preceding calendar month's billing period.

13.1 Payment.

Full payment of invoices is due upon receipt. DISTRICT shall send all payments electronically. In the event DISTRICT is unable to make payments electronically, DISTRICT shall remit payments to the address set forth on the invoice.

13.2. Late Payment.

Payments not received within thirty (30) days from the first day of receipt of invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less.

13.3. Ratification By Board of Education.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

14. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of California, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any other state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of California laws, rules, and regulations shall govern and supersede.

15. DISPUTE RESOLUTION.

In the event a dispute does arise out of or in connection with the Agreement, the Parties will first attempt to resolve the dispute through friendly correspondence and/or consultation. If such correspondence does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to mediation.

If mediation does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to arbitration in accordance with the statutory rules of the The California Arbitration Act in the California Code of Civil Procedure, Title 9, §§ 1280-1294.4.

If arbitration is not successful in resolving the entire dispute or is unavailable, any outstanding issues must be submitted with the laws in the State of California. The case will be conducted in California, and judgment may be entered by any court having jurisdiction within the State of California.

16. ATTORNEY FEES AND LEGAL COSTS.

In the event a Party is forced to obtain legal representation to enforce the terms of the Agreement, the Party prevailing in such action of enforcement will be entitled to the recovery of costs and expenses incurred in connection with such action and any appeal from the losing Party. Recovery of costs and expenses may include mediation, arbitration, court fees, and reasonable attorneys' fees.

17. MUTUAL INDEMNIFICATION.

Each party (the "Indemnifying Party") and, in the case of RO HEALTH as the Indemnified Party, RO HEALTH and all other persons cooperating in the conduct or performance of "RO HEALTH," and each of its officers, partners, employees, trustees, directors, managers, and/or shareholders, to the extent allowed by law, agrees to defend, indemnify, and hold harmless the other ("Indemnitee") from and against any and all claims, losses, damages, liabilities, costs, expenses (including attorneys' fees), or judgments for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is in any way connected with any acts, failure to act, willful misconduct, or the performance of or failure to perform obligations under this Agreement by the Indemnifying Party, its officers, partners, employees or agents. Neither termination or expiration of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which claim or cause of action is predicated shall have occurred prior to the effective date of any such termination, expiration or completion.

Indemnification is subject to:

- (a) the Indemnitee promptly providing the Indemnitor written notice of the claim;
- (b) the Indemnitor's right to control the claim's defense and settlement (provided that the Indemnitor may not settle or defend any claim without the Indemnitee's consent (which shall not be unreasonably withheld, delayed or conditioned), unless it unconditionally releases the Indemnitee from all liability); and
- (c) the Indemnitee providing reasonable assistance to the Indemnitor. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

18. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

19. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

20. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the DISTRICT or to the DISTRICT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

DISTRICT

Rose Ramos, CBO

Printed Name

DocuSigned by:
Rose Ramos
Signature

08/24/2021

Date

RO HEALTH

Jeff Widmyer, CEO

Printed Name


Signature

8/23/2021

Date

**EXHIBIT A
PERSONNEL HOURLY RATES FOR DISTRICT**

Nursing	
LVN	\$50.00
RN	\$65.00
CRN	\$90.00

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill DISTRICT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill DISTRICT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in DISTRICT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

DISTRICT

Rose Ramos
Rose Ramos, CBO

Printed Name

DocuSigned by:


Signature
CC6FE7C204D7402...

08/24/2021

Date

RO HEALTH

Jeff Widmyer, CEO

Printed Name



Signature

8/23/2021

Date

CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, Inc. is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the DISTRICT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at hr@rohealth.com.

Complaint/Grievance Process

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

RO HEALTH Employees

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

Competency

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Thank you again for the opportunity to work together. We look forward to growing our partnership.