



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: April 30, 2026

Subject: 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): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Lisa Grant-Dawson, Interim Chief Business and
Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Cancy McArn, Interim Superintendent

ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Item</u>	<u>Amount</u>
<u>FACILITIES DEPARTMENT/HIRAM JOHNSON HS</u>		
SMUD/CALSTART A26-00030	☒ Yes ☐ No	\$37,500 No Match
Period: 3/1/26 – 12/31/26 Description: Shine Award Program to install a solar charging station and infrastructure for e-mobility options at Hiram Johnson High School.		
<u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u>		
Center for Oral Health MOU0000012	☒ Yes ☐ No	\$0 No Match
Period: 8/15/25 – 6/30/28 Description: Center for Oral Health and SCUSD are partnering to deliver Oral Health Education, Screenings, Preventive Dental Care and Navigation to facilitate access to care, especially for students with Medi-Cal/Denti-Cal that encounter significant barriers to access dental care.		
<u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u>		
DCFAS MOU0000052	☒ Yes ☐ No	\$0 No Match
Period: 7/1/25 – 6/30/28 Description: Department of Child, Family and Adult Services (DCFAS), CPS, is to protect children from abuse and neglect, to strengthen families, and provide permanent homes. SCUSDs goal is to collaborate with DCFAS to strengthen families and to protect children from abuse and neglect, thereby providing enhanced opportunity for academic success.		
<u>STUDENT SUPPORT AND HEALTH SERVICES DEPARTMENT</u>		
SAC Cnty Dept of Health MOU0000032	☒ Yes ☐ No	\$0 No Match
Period: 7/1/25 – 6/30/26 Description: The Safe Zone Squad (SZS) team will provide mental health crisis and triage services to students, ages 11 to 15 (6 th -8 th grade) on identified SCUSD school campuses.		
<u>CURRICULUM AND INSTRUCTION DEPARTMENT</u>		
National University MOU0000004	☒ Yes ☐ No	\$0 No Match
Period: 8/1/25 – 8/1/29 Description: Interns-providing contractual services for students, in a state-supported TK-12 educational service unit in General and Special Education.		
<u>FACILITIES SUPPORT SERVICES</u>		
CALSTART A26-00032	☒ Yes ☐ No	\$37,500 No Match
Period: 3/1/26 – 12/31/26 Description: Shine Award Program for solar bike charger at HJHS. New charging infrastructure will provide easier access to charging for non-gas-powered transportation for students and staff.		

<u>FACILITIES SUPPORT SERVICES</u>		
Sacramento Kings A26-00033	☒ Yes ☐ No	\$20,000 No Match
Period: 4/30/26 – 8/1/27 Description: Sacramento Kings will make a one-time donation for the installation and maintenance a school garden at Suy:u Elementary School.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
*Nutrition Services Genevieve Didion Woodbine E.S. John Sloat E.S. Library Textbook Services	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	STATUS: The District has determined these items are not repairable nor usable.
*1979 Hobart H-600 Floor Mixer (2 each) *1977 Hobart D-300T Floor Mixer (2 each) *1999 Hobart 1712E Slicer (1 each) *2017 Crown Verity Griddle (1 each) *1987 Cres-Cor Warming Cabinet (1 each) *1977 Hobart 8145 Chopper (2 each) Chromebooks (293 each) Printers (8 each) Monitors (16 each) Misc. Items (24 each)	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
TOTAL VALUE	
*Minimum \$90.00 / \$0.00	
DISPOSAL METHOD	
*Auction / e-Waste	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0168-430 & 0420-430 John Sloat ES and Rosa Parks K-8 Schoolyard Forest

Bids received: April 10, 2026, 2:00 pm

Recommendation: Award to Saenz Landscape

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Saenz Landscape	Rancho Cordova CA	\$158,382 John Sloat \$160,856 Rosa Parks

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
John F. Otto dba Otto Construction	Oak Ridge ES New Construction	4/3/26
Balfour Beatty/Clark + Sullivan, a joint venture	Cesar Chavez/Edward Kemble ES New Construction	4/9/26



LIMITED NOTICE TO PROCEED

This Limited Notice to Proceed (LNP) is associated with the SHINE AWARD PROGRAM PROJECT FUNDING AGREEMENT between SACRAMENTO MUNICIPAL UTILITY DISTRICT (“SMUD”) and CALSTART, Inc, (“CALSTART”).

CALSTART and SMUD entered into a SHINE AWARD PROGRAM PROJECT FUNDING AGREEMENT (“SHINE AWARD”) on March 1, 2026, with the goal to install a solar charging station and infrastructure for e-mobility options at Hiram Johnson High School, to be funded by the SHINE AWARD. CALSTART hereby authorizes Sacramento City Unified School District (“SCUSD”, “Subrecipient”) to place orders and begin necessary work and preparations to install the solar charging station as indicated in the table below and pictured.

Items	Amount	Cost	Description
Ener-fusion ARA-EB2B	1	\$33,539.00	1 solar-powered charging station, providing 6 e-bike stations, 8 e-scooter stations, 3 e-skateboard stations and 2 e-hoverboard stations
Taxes	1	\$3,960.25	California and Sacramento Tax Rate of 8.75%
Total		\$37,500.00	



ARA-EB1B

\$35,305

Through this Limited Notice to Proceed, CALSTART is authorizing SCUSD begin the acquisition process of the charging station, during which time the Subrecipient Agreement between CALSTART and SCUSD shall be negotiated in good faith and executed. The total payable for the equipment and delivery services provided under this Limited Notice to Proceed shall not exceed \$37,500.00.

SCUSD certifies that this Limited Notice to Proceed provides for equipment that is necessary for the scope of services to proceed, and that SCUSD meets CALSTART's requirements for equipment to be acquired under the SHINE AWARD between CALSTART and SMUD. Furthermore, SCUSD agrees that CALSTART's obligations under this LNP are contingent upon the execution of an additional Agreement between CALSTART and SCUSD, and on the availability of funds received from SMUD. In the event that the funds are not available or received, or an additional Agreement between CALSTART and SCUSD is not executed, CALSTART shall have no liability to pay any funds whatsoever to SCUSD or to furnish any other considerations under this LNP.

CALSTART, Inc	Sacramento City Unified School District
Signature:	Signature:
Name: Marc Gottschalk	Name: Mary Hardin Young
Title:	Title: Deputy Superintendent
Date:	Date:



Memorandum of Understanding Between the Center for Oral Health and Sacramento City Unified School District

PARTIES AND PURPOSE

Center for Oral Health (COH), a California nonprofit organization with the mission to improve oral health, especially of vulnerable populations, through innovation, research, education and advocacy, is partnering with various stakeholders in Sacramento City and County to deliver Oral Health Education, Screenings, Preventive Dental Care and Navigation to facilitate access to care, especially for Medi-Cal/Denti-Cal beneficiaries that encounter significant barriers to access dental care. Through the Early Smiles Sacramento program, COH partners with Liberty Dental Plan, Access Dental, and Health Net to address and alleviate barriers to optimal oral health for children 0-20 throughout Sacramento County by providing: oral health screening and prevention services, targeted oral health education, and navigating participants through the healthcare system to ensure utilization and access to care.

Solutions to community issues are most effectively resolved when there is a high degree of community ownership. Therefore, whenever possible, COH engages community-based organizations to partner in the implementation of interventions that address the oral health concerns of their residents. Marshaling the community's internal resources and assets, and strategically focusing, respecting and reinforcing the natural adaptive, supportive, and developmental capacities of communities to meet the needs of many, if not most, community members requires an insider's understanding of that community. To create significant impact, COH lends its expertise to strengthen a community's existing capacity to successfully change health outcomes in a sustainable fashion.

Under this Memorandum of Understanding (MOU), Sacramento City Unified School District ("District") and COH will work together to implement the Early Smiles Sacramento Program.

PARTNER RESPONSIBILITIES

COH will:

- Act as the coordinating agency with regards to the administration, implementation and reporting on any contract awarded in response to Early Smiles Sacramento.
- Work with the District to ensure compliance with regulations and requirements of the District and the California Department of Education.
- Train or secure training for COH personnel and partner personnel on the Early Smiles Sacramento Program.
- Provide coordination of education, screening, and navigation services to ensure integrity in the implementation of the Early Smiles program across all components: education; screening; and navigation.
- Provide materials and supplies, as necessary, to ensure the consistent delivery of services across all components of Early Smiles education, screening, and navigation. Materials and supplies may include, but are not limited to teaching aids, health education brochures based

on chosen curricula, oral hygiene supplies such as tooth brushes, tooth cloths, and toothpaste, programmatic forms such as patient intake forms, questionnaires, evaluation or satisfaction surveys, and consumable dental supplies such as fluoride varnish, gauze, gloves, and mirrors.

- Certify that, pursuant to Education Code Section 45125.1, COH will have conducted the required criminal background check of all its personnel who may have contact with District pupils and shall certify that none of those personnel have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). As such, COH will provide a list, signed under penalty of perjury, of the names of COH personnel who may come in contact with District pupils. COH will keep this list current and will notify the District of any additions/deletions as they occur.
- Regularly update Sacramento City Unified School District the progress of the Early Smiles Sacramento program.
- Not less than semiannually, conduct meeting with all Early Smiles partner organizations to discuss the implementation of Early Smiles, the outcomes to date, and facilitate sharing sessions for partner networking and resource exchanges.
- To the fullest extent allowed by law, COH shall defend, indemnify, and hold harmless Sacramento City Unified School District officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error or omission by COH or its directors, officers, agents, employees, volunteers, or guests arising from COH's duties and obligations described in this Agreement or imposed by law.
- COH shall ensure and provide liability insurance coverage and shall Sacramento City School District an additional insured.

Sacramento City Unified School District will:

- Designate a member of its staff to participate with designated representatives of COH in planning, implementing and coordinating COH services.
- Permit access to the District classrooms as appropriate and necessary for COH services.
- Permit COH to perform services for children/adults, under the general supervision of a regular district employee.
- To the fullest extent allowed by law, the District shall defend, indemnify, and hold harmless COH and its officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error or omission by the District or its directors, officers, agents, employees, volunteers, or guests arising from the Districts duties and obligations described in this MOU or imposed by law.

MONITORING AND REPORTING

COH shall maintain all records of services provided, including but not limited to monthly summary sheets, and other primary source documents. COH shall submit monthly, quarterly, and year-to-date progress reports including progress on participants served, narrative on lessons learned, and client success stories due within 10 business days of the end of the reporting period.

CONFIDENTIALITY

All parties agree that COH shall maintain the confidentiality of all information received in the course of performing the Services, including personally identifiable information, records, plans, etc. (collectively "Confidential Information"). All parties shall comply with all federal, state, and local, laws, rules, and regulations concerning the maintenance and disclosure of Confidential Information, including FERPA and Ed Code §§ 49076 and 49076.5. All student records will remain the property of District.

INDEPENDENT AGENTS

This MOU is by and between two independent agents, COH and District, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws.

NON-DISCRIMINATION AND COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The Parties agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. COH agrees to recognize and support the District's commitment to diversity, equity, and inclusion.

TERM AND TERMINATION OF THIS AGREEMENT

The term of this MOU is proposed to be for the three (3) year period commencing on date of final signatures through June 30, 2028 subject to the availability of funds awarded to Center for Oral Health. This agreement may be terminated at any time upon thirty (30) days written notice from one party to the other, or immediately by mutual consent.

AMENDMENTS

In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation until approved or ratified by the SCUSD Board of Education duly passed and adopted. Any modification or amendment of this Agreement also shall not be valid or an enforceable obligation until approved or ratified by the SCUSD Board of Education.

After execution, this MOU may be modified or amended only in a written amendment signed by both parties. The foregoing sets forth the terms and conditions of the agreement between COH and Sacramento City Unified School District. This agreement shall be in effect upon signing by both parties.

Signed by:

618444E325E34F2

Signature
Mary Hardin Young
Deputy Superintendent
Sacramento City Unified School District

04/14/2026

Date

Signature
Tiffany Turner
Chief Executive Officer Center for Oral Health

Date

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M****CONTRACT ANALYST:** Wendy Graham 874-9480**DCFAS MOU SUMMARY**CONTRACTOR's NAME: Sacramento City Unified School DistrictSubject of MOU: Collaboration and prevention services for at-risk youth to address safety, well-being, and promote academic success.Contract Term: July 1, 2025 through June 30, 2028Maximum Payment to Contractor through this MOU: \$0.00

County Counsel Approval: _____ Date _____

Or

County Counsel Approval Not Required: 2.61.014(b) (Sacramento County Code Section)Authorized by: 2025-0362 (Sacramento County Resolution Number or County Code Section)☐ **Tax Waiver Granted** _____ ☐ **Tax Waiver Denied** _____☐ Standard MOU _____ ☒ Non-Standard MOU Special MOU
☐ 'Five or more employees' letter on file ☐ Exhibit D NoneRisk Management has approved waiver of insurance requirements ☐Risk Management has approved indemnification modifications ☐**This is a contract that must be reviewed and approved by County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:**

- ☐ 2.61.014 (a): Contract requires Board approval, including but not limited to Section 71-J
- ☒ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board, **except those reviewed from the prior fiscal year.**
- ☐ 2.61.014 (c): Contract for services not previously provided by or to the department
- ☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- ☐ 2.61.014 (e): Contract with another governmental entity
- ☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- ☐ 2.61.014 (g): Contract requiring waiver of withholding
- ☐ 2.61.014 (h): Retroactive contracts

FISCAL SUMMARYFund Center: 7805000 G/L Account: _____ Order #: _____CONTRACTOR's Federal Tax Identification Number: 94-6002491

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

**Memorandum of Understanding between
Sacramento County Department of Child, Family and Adult Services and
Sacramento City Unified School District**

THIS Memorandum of Understanding (MOU) is made and entered into as of this 1st day of July 2025, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS the goal of Sacramento County, Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS," Child Protective Services, hereinafter referred to as "CPS," is to protect children from abuse and neglect, to strengthen families, and provide permanent homes; and

WHEREAS Sacramento City Unified School District's (SCUSD) goal is to collaborate with DCFAS to strengthen families and to protect children from abuse and neglect, thereby providing enhanced opportunity for academic success; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2025-0362 on June 10, 2025, authorizing the Department of Child, Family and Adult Services to agree with CONTRACTOR, to provide services to children in Sacramento County and authorized the use of additional amendment authority, as authorized in Sacramento County Code Section 2.61.440; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement, to extend agreement terms as needed and to monetarily increase the total amount of this Agreement by no more than 10% of the total value or \$25,000, whichever is greater, so long as existing budget appropriations are not exceeded; and

WHEREAS, both parties desire to work together in the best interest of the children and families of Sacramento County; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

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

COUNTY OF SACRAMENTO

DCFAS MOU NO. 7805000-26/28-189M

II. TERM

This MOU shall be effective and commence as of the date first written above and shall end on June 30, 2028.

III. NOTICE

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

TO COUNTY

TO CONTRACTOR

DIRECTOR
Department of Child, Family and
Adult Services
P.O. Box 269057
Sacramento, CA 95826

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

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

IV. COMPLIANCE WITH LAWS

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

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

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

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

breach of this MOU and constitutes grounds for the termination of this MOU by COUNTY.

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

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. STATUS OF CONTRACTOR

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

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this MOU, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes for all of CONTRACTOR's assigned personnel under the terms and conditions of this MOU.

X. CONTRACTOR IDENTIFICATION

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

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

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

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

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

XII. BENEFITS WAIVER

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

XIII. CONFLICT OF INTEREST

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

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this MOU are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this MOU and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds, no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M****XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES**

- A. CONTRACTOR (or in the case of SVS MOUs HOST SITE) agrees and assures COUNTY that CONTRACTOR/HOST SITE and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this MOU, because of race, ancestry, marital or parental status, or military status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this MOU.

XVI. MUTUAL INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.

- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative 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 the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this MOU and any extensions or modifications thereto as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this MOU unless and until COUNTY is satisfied that all insurance required by this MOU is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this MOU may be grounds for a material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

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

XIX. WEB ACCESSIBILITY

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

XX. LEGAL TRAINING INFORMATION

If under this MOU, CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXI. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this MOU. CONTRACTOR remains legally responsible for the performance of all contract terms, including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this MOU. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor, whether approved by COUNTY or not.
- B. This MOU is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXII. AMENDMENT AND WAIVER

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

XXIII. SUCCESSORS

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

XXIV. TIME

Time is of the essence for this MOU.

XXV. INTERPRETATION

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

XXVI. DIRECTOR

As used in this MOU, "DIRECTOR" shall mean the Director of the Department of Child, Family and Adult Services, or his/her designee.

XXVII. DISPUTES

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

XXVIII. TERMINATION

- A. Either party may terminate this MOU without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this MOU for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this MOU in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR, and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this MOU immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this MOU or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this MOU are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this MOU or any portion thereof; or 4) if funds that were previously

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

appropriated for this MOU are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

- D. If this MOU is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount that bears the same ratio to the total compensation authorized by the MOU as the services actually performed bear to the total services of CONTRACTOR covered by this MOU, less any payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount that exceeds a pro-rata portion of the MOU total based on the portion of the MOU term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this MOU after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXIX. REPORTS

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

XXX. AUDITS AND RECORDS

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

XXXI. PRIOR MOUS

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

XXXII. SEVERABILITY

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

XXXIII. FORCE MAJEURE

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

XXXIV. SURVIVAL OF TERMS

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

XXXV. DUPLICATE COUNTERPARTS

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

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

XXXVI. AUTHORITY TO EXECUTE

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU for or on behalf of the parties to this MOU. Each party represents and warrants to the other that the

COUNTY OF SACRAMENTO**DCFAS MOU NO. 7805000-26/28-189M**

execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized.

XXXVII. DRUG-FREE WORKPLACE

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

XXXVIII. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

XXXIX. CULTURAL AND LINGUISTIC PROFICIENCY

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

COUNTY OF SACRAMENTO

DCFAS MOU NO. 7805000-26/28-189M

XL. ADDITIONAL PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the day and year first written above.

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

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By

Signed by:

Shelby Boston

E18FF0D8ECEC421...

Shelby Boston, Director, Department of
Child, Family and Adult Services. Approval
delegated pursuant to Sacramento County
Code Section 2.61.012 (h)

Date: 7/10/2025

Signed by:

Mary Hardin Young

618444F325E34F2...

By

Mary Hardin Young, Deputy Superintendent

Date: 04/14/2026

COUNTY OF SACRAMENTO

DCFAS MOU NO. 7805000-26/28-189M

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: 2.61.014(b) Date: _____

COUNTY OF SACRAMENTO

**DCFAS
MOU NO. 7805000-26/28-189M**

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

SERVICE REQUIREMENTS

I. SERVICE LOCATION (S)

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

II. SERVICE PERFORMANCE MONITOR

Name and Title: Touie Norawong, Program Planner
Organization: Department of Child, Family and Adult Services, Child
Protective Services
Street Address: P.O. Box 269057
City and Zip Codes: Sacramento, CA 95826-9057

III. DESCRIPTION OF SERVICES

To enhance the protection of children through increased collaboration, partnership, and preventative services between Sacramento City Unified District (SCUSD) and the Department of Child, Family and Adult Services (DCFAS) for children who are identified to be at risk of abuse and/or neglect who attend a school within SCUSD. Children are identified as preschool age through age seventeen.

This collaboration will foster and strengthen meaningful community engagement while providing preventative services to the families within SCUSD to address the safety and well-being of children, including promoting academic success.

IV. RESPONSIBILITIES

- A. Department of Child, Family and Adult Services (DCFAS)/ Child Protective Services (CPS)
1. Identify a staff member to be stationed at a SCUSD facility.
 2. Provide presentations and training of CPS protocols to SCUSD staff.
 3. The identified staff will participate in the SCUSD School Attendance Review Board (SARB) meetings and provide support to the schools to assist the SARB participants with an understanding of CPS rules and regulations.

COUNTY OF SACRAMENTO

**DCFAS
MOU NO. 7805000-26/28-189M**

4. As a SARB panel member, address attendance concerns pertaining to families that CPS serves.
 5. Assist with and support an efficient delivery model for families within SCUSD, including connections to community resources and services to address any obstacles/needs within the family.
 6. The assigned staff will act as a CPS liaison for the purpose of inquiries related to CPS programs.
- B. Sacramento City Unified School District (SCUSD)
1. SCUSD is required to provide and maintain confidential space for the CPS Liaison Social Worker(s) located at SCUSD property. Inform CPS management if additional school site placements become available for which the district would like to make a request for an additional assigned CPS Social Worker.
 2. Develop presentations and trainings for CPS staff on the resources and services that SCUSD provides to families.
 3. Identify families that may have abuse or neglect issues in addition to chronic absenteeism.
 4. Consult with CPS staff regarding families/children of concern to identify children at risk of abuse/neglect.
 5. Provide a school representative to participate in Child and Family Team Meetings as needed.
 6. Assign a liaison to CPS who will act as a liaison for the purpose of inquiries related to SCUSD programs.
 7. Provide at minimum 6 weeks' notification to CPS administration prior to a move to a different Sacramento City Unified School District facility for the CPS Social Worker(s).
 8. Agree to comply with the provisions of Sections 827, 10850, and 18986.40 of the Welfare and Institutions Code, and Division 19-000 of the CDSS Manual of Policies and Procedures. CPS shall provide a copy of each of these sets of codes and manuals to the District. District agrees to assure that all records concerning an individual made or kept by SCUSD,

COUNTY OF SACRAMENTO**DCFAS
MOU NO. 7805000-26/28-189M**

County, or any other public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this MOU for which grants-in-aid are received by the State from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

9. Shall not publish or disclose, use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of public assistance or services.

C. Mutual Responsibilities

1. Maintain confidentiality in accordance with confidentiality laws.
2. Evaluate CPS and SCUSD District Collaborative Program at the end of each school year. Evaluation process and methodology to be determined by administrative staff from CPS and the District.
3. Coordinate with respective technology and facility departments regarding telephone hookups and computer access (CPS shall secure and maintain telecommunications and internet access services under separate vendor service accounts not provided or funded by the District).

V. **CONFIDENTIALITY**

- A. Welfare and Institutions' Code Section 827 and Sacramento County Local Rules of Court, Rule 8.19 allows CPS to share Court reports and other confidential information with SCUSD only pursuant to Court authorization. Welfare and Institution's code section 830 allows for members of a multidisciplinary team engaged in the prevention, identification, management or treatment of child abuse or neglect to disclose and exchange information and writings to and with one another if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, management or treatment of child abuse or the provision of child welfare services.

COUNTY OF SACRAMENTO

**DCFAS
MOU NO. 7805000-26/28-189M**

- B. Neither CPS nor SCUSD shall publish or disclose, use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of public assistance or services
- C. Any officer, employee, agent, subcontractor, or partner knowingly and intentionally violating the confidentiality provisions of State law may be guilty of a misdemeanor.
- D. SCUSD shall not knowingly or willingly violate any confidentiality laws, rules, or regulations mandated relating to juvenile dependency, Sacramento County service delivery, or other service delivery agreements or case plans between Sacramento County and CPS clients. Any such violations shall constitute grounds for termination of this MOU at the discretion of DCFAS.
- E. CPS shall not knowingly or willingly violate any confidentiality laws, rules, or regulations mandated relating to Sacramento City Unified School District service delivery, or other service delivery agreements or case plans between SCUSD's Youth and Family Resource Centers and Youth and Family Resource Centers clients. Any such violations shall constitute grounds for termination of this MOU at the discretion of SCUSD.

COUNTY OF SACRAMENTO

DCFAS MOU NO. 7805000-26/28-189M

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

COUNTY OF SACRAMENTO

DCFAS MOU NO. 7805000-26/28-189M

**EXHIBIT C TO MOU
Between the COUNTY OF SACRAMENTO,
Hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
Hereinafter referred to as "CONTRACTOR"**

BUDGET

This is a zero-dollar MOU; there is no monetary compensation by either party under the terms of this Agreement.

Department of Personnel Services

Joe Angelo, Director



Risk Management Office

Sarah Baker, Manager

County of Sacramento

November 3, 2025

Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 95824

Re: Collaboration and Prevention Services for At-Risk Youth

To Whom It May Concern:

Please accept this letter as certification that the Self-Insurance Program of the County of Sacramento adequately protects against liability arising from activities related to the collaboration and prevention services for at-risk youth to address safety, well-being, and promote academic success (MOU No. 7805000-26/28-189M).

The County is self-insured under Government Code 990 et seq. for general liability, professional liability, cyber liability, automobile liability, and self-insured for workers' compensation in compliance with Labor Code Section 3700 et seq.

This letter is effective July 1, 2025, through June 30, 2026, and is renewable upon request.

Sincerely,

Luis Campa

Luis Campa
Liability and Property Insurance Analyst II

cc: Wendy Graham, ASO II, grahamw@saccounty.gov

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

CONTRACT ANALYST: Lucy Stanley 875-3151**DHS AGREEMENT SUMMARY**CONTRACTOR's NAME: Sacramento City Unified School DistrictSubject of Agreement: Safe Zone Squad Providing Mental Health ServicesContract Term: July 1, 2025 through June 30, 2026Maximum Payment to Contractor through this Agreement: \$751,130.00County Counsel Approval: Corrie E. Bute Date 07/29/2025

or

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

Authorized by: 2025-0381 (Sacramento County Resolution Number or County Code Section)
SUPER RESO☐ Tax Waiver Granted _____☐ Tax Waiver Denied _____☒ Standard Agreement CA Agency Agr
☐ Five or more employees letter on file☐ Non Standard Agreement _____
Exhibit D _____Risk Management has approved waiver to insurance requirements ☐Risk Management has approved indemnification modifications ☐

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

- ☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- ☐ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board **with the exception of those reviewed from the prior fiscal year.**
- ☐ 2.61.014 (c): Contract for services not previously provided by or to the department
- ☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- ☐ 2.61.014 (e): Contract with another governmental entity
- ☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- ☐ 2.61.014 (g): Contract requiring waiver of withholding
- ☐ 2.61.014 (h): Retroactive contracts

FISCAL SUMMARYFund Center: 7202400/7202100 G/L Account: 30312100 Order #: HS-BHSPCR-30/A2112CONTRACTOR's Federal Tax Identification Number: 94-6002491

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2025, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

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

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2025-0381 approved on June 10, 2025; and

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

WHEREAS, CONTRACTOR has appropriate expertise to provide students, ages 11 to 15, a team called the Safe Zone Squad (SZS) to provide mental health crisis and triage services at several school campuses; and

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

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

I. SCOPE OF SERVICES

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

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2026.

III. NOTICE

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

TO COUNTY

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

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

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

IV. COMPLIANCE WITH LAWS

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

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.

CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

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

X. CONTRACTOR IDENTIFICATION

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

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

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

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

XIII. CONFLICT OF INTEREST

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

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

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

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color,

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

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE OR SELF-INSURANCE

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

XVIII. INFORMATION TECHNOLOGY ASSURANCES

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

XIX. WEB ACCESSIBILITY

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

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

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

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

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

XXVIII. DISPUTES

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

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. SEVERABILITY

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

XXXIV. FORCE MAJEURE

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

XXXV. TRANSITION OF CARE

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

XXXVI. SURVIVAL OF TERMS

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

XXXVII. DUPLICATE COUNTERPARTS

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

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

XXXVIII. AUTHORITY TO EXECUTE

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

XXXIX. DRUG FREE WORKPLACE

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

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

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

XLII. COVID-19 REQUIREMENTS

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

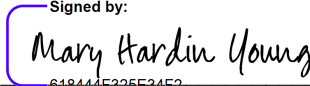
XLIII. ADDITIONAL PROVISIONS

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

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By _____
Timothy W. Lutz, Director, Department of Health Services, or
designee. Approval delegated pursuant to Sacramento County
Code Section 2.61.012 (h)

Signed by:

By _____
618444F325E34F2...
Mary Hardin Young, Deputy Superintendent

Date: _____

Date: 04/14/2026

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Corrie L Butte Date: 07/29/2025

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

EXHIBIT A to AGREEMENT
Between the COUNTY OF SACRAMENTO
hereinafter referred to as “COUNTY”, and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
hereinafter referred to as “CONTRACTOR”

SCOPE OF SERVICE Safe Zone Squad (SZS)

I. SERVICE LOCATIONS:

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

II. SERVICE PERFORMANCE MONITOR

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

III. PROGRAM DESCRIPTION

A. Definitions:

1. Serious mental health condition: moderate to severe functional impairment meets medical necessity for Specialty Mental Health Services (SMHS).
2. Secured settings: locked settings including acute psychiatric facilities and carceral settings.
3. Mental Health Plan (MHP): COUNTY Specialty Mental Health Services.
4. Managed Care Plan (MCP): non-specialty mental health services.
5. CONTRACTOR: Throughout this contract, CONTRACTOR is identified as Sacramento City Unified School District (SCUSD), who will act as the grant administrator and facilitator of these services provided through the schools.
6. Safe Zone Mentor (SZM):
 - a. Through the “Safe Zone Mentorship” program, students will be educated on managing their own escalating stress, learn additional skills on how to identify a stress/crisis and how to respond. Students will have the opportunity to become SZMs to offer information to students who may be showing signs of worry or stress, so they know who they could turn to if they decided to seek help.
7. Pupil Personnel Services (PPS): A K-12 School Counseling Credential that qualifies individuals to work as school counselors in K-12 public schools. PPS authorizes individuals to perform duties related to the following four specializations: school counseling, school social work, school psychology, and school child welfare and attendance services.
8. Safe Zone Coach (SZC):
 - a. (Aka a Student Support Center Coordinator or Safe Zone Coaches)
 - b. All SZCs will be either a Licensed Practitioner of the Healing Arts (LPHA) or LPHA-waived clinician to provide mental health related services and have a current license or are registered Associates with the California Board of Behavioral Sciences (BBS). In situations where schools cannot hire LPHA or LPHA waived staff for these positions, the SZC staff may hold a Pupil Personnel Services with a master’s degree as a behavioral science major such as school counseling, school social work, school psychology, and/or school child welfare and attendance services.
9. Youth and Family Mental Health Advocate (YA):

- a. A person who has had direct life experience with receiving services from a mental health system, alcohol and drug services, child welfare, and/or juvenile justice system.
 - b. YAs perform a variety of functions to advocate for the needs of students with mental health issues, including participating in program management decisions, working directly with students and family members, and training school staff.
10. Health Insurance Portability and Accountability Act of 1996 (HIPAA): A Federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.
11. Family Educational Rights and Privacy Act (FERPA): A Federal law that protects the privacy of student education records. For the purpose of this scope, parties will adhere to the standards and requirements found in FERPA and HIPAA to the fullest extent legally possible. In addition to FERPA, the CONTRACTOR shall implement HIPAA standards to the fullest extent legally possible for the purpose of protecting personal health information (PHI) of students receiving services from this program.

B. Type of Program:

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

C. Goals of Program:

1. The SZS will assist in reducing gaps within the existing service continuum on designated school campuses for students ages 11 to 15. SZS will: enhance school and/or relationship success for students, teachers, families, and staff; reduce stigma; and reduce future mental health crises that result in psychiatric hospitalization. Additionally, SZS will provide improved access to services for student populations that are being unserved and underserved including homeless students, students served by Child Welfare or Probation, Commercially Sexually Exploited Children/Youth (CSEC), immigrant and refugee students, and any other populations identified collaboratively by SCUSD and COUNTY.
2. Parents/caregivers will be educated on mental health, learn skills to improve communication, develop problem solving skills between parents/caregivers and youth, learn how to listen to their child's worries and set boundaries, rules, and expectations.

D. Target Population:

1. Students, ages 11 to 15 (6th-8th grade), on identified SCUSD school campuses.

E. Capacity:

1. The SZS sites will maintain the capability to provide services and supports, annually, in accordance with this Agreement to students enrolled on each campus ages 11 to 15.

IV. CONFIDENTIALITY:

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

- B. Students receiving SZS services will be considered students/recipients of COUNTY Behavioral Health Services (BHS). CONTRACTOR shall maintain the confidentiality of all student mental health records and information, including billings and computerized records.
- C. All student information related to mental health services provided may not be disclosed to another entity without specific authorization from the student or his/her legally authorized representative for disclosure. Types of information include but not limited to, name, identifying numbers, photograph, resources provided, and linkage to community services as it related to mental health services provided. If student is providing this authorization for disclosure, it must be determined that student fully understands, is competent and developmentally aware to provide such authorization and/or the parent/guardian can provide consent.
- D. CONTRACTOR shall maintain confidential communications with a student receiving mental health services unless the student has waived confidentiality by using an Authorization for Exchange of Information, there is a mandated reporting duty, or the court orders a release of information after a hearing. If CONTRACTOR is subpoenaed to court, communications remain confidential until the court orders that the CONTRACTOR shall provide testimony.
- E. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.
- F. CONTRACTOR shall implement policies and procedures for staff and/or other entities to obtain student's mental health information. These policies and procedures will be shared with the COUNTY.
- G. CONTRACTOR shall provide training on how to comply with confidentiality standards related to students receiving SZS services, which includes but not limited to SZS staff, teachers, administrative staff, school psychologists, etc.
- H. CONTRACTOR shall develop and implement appropriate safeguards within their electronic database. These safeguards are to maintain the confidentiality of students and prevent further use or disclosure. Such safeguards can include but are not limited to disclaimers and electronic database permissions, which require written request and authorization in order for any staff outside of the SZS program to access. Requests for electronic database permission to access a student's mental health record will be reviewed by the CONTRACTOR to ensure request is relevant to the services provided, which includes a "legitimate education interests," and is in the best interest of the student. CONTRACTOR has the right to decline access to staff as deemed appropriate.
- I. CONTRACTORS will enter specified information into the COUNTY'S EHR system or CONTRACTOR approved EHR system regarding services provided under the SZS grant. COUNTY will be responsible for maintaining the security and confidentiality of the County EHR system. COUNTY and CONTRACTOR shall each be responsible for complying with applicable FERPA and HIPAA requirements related to maintaining the confidentiality of the SZS information within County EHR including complying with notice, consent, access, and redisclosure requirements.
- J. Information disclosure of students receiving mental health services in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.
- K. In certain situations, involving a patient or recipient of services, who is a danger to himself or others, all parties in relation to this contract (CONTRACTOR, site staff, etc.) have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

V. AUTHORIZATION OF SERVICES

A. Admission:

1. CONTRACTOR shall adhere to Admission and Authorization guidelines defined per COUNTY Policy and accept all requests from COUNTY BHS. Issues identified during the assessment process or subsequent sessions must be added to the Problem List in the member's EHR. Programs required to complete Treatment/Member Plans are identified in COUNTY policy. Sacramento County residents with benefits from a private payor shall only be served with an exception, granted in writing by COUNTY.

B. Discharge:

CONTRACTOR shall discharge members if one or more of the following situations occur. Clinical documentation of the discharge plan, process, and rationale must be reflected in the EHR.

1. Member has demonstrated a need for more intensive services, The COUNTY Level of Care Determination process shall be followed in accordance with COUNTY Policy.
2. Member has achieved a high level of recovery stability as determined by member, caregiver/family member and provider, which is supported in clinical documentation for a period of 6 months. Measures may include stability in housing, stability in the community (lack of psychiatric hospitalization), symptom management, recognition of triggers of relapse, successful transition to a new provider, active participation in a wellness plan, and identification of a natural support system or other mutually identified goals.
3. After first face to face, a member has not had contact with CONTRACTOR for over 60 days and has not responded to CONTRACTOR's 3 contact attempts, including a letter alerting the member in writing of the date of closure if no response is received or clinical justification for not discharging is reflected in the EHR.
4. Member no longer meets criteria for target population. Clinical documentation of the discharge plan, process, and rationale must be reflected in the EHR.
5. Member formally declines services or moves out of COUNTY. Clinical documentation of the discharge plan, process, and rationale must be reflected in the EHR.
6. All member discharge decisions shall include the member when possible and may be reviewed with COUNTY Contract Monitor, as requested.
7. Prior to discharge of a transfer to another service provider, members shall remain open to CONTRACTOR for a maximum of 60 business days after admission to the receiving mental health provider to support successful transition. CONTRACTOR will coordinate with the receiving service provider throughout the transfer to ensure a successful transition. All coordination efforts will be reflected in the EHR. Members will only be discharged once linked to the new MHP or MCP network provider.

C. Disputes:

CONTRACTOR shall ensure disputes regarding the appropriateness of a referral are documented and documentation is submitted, with supportive additional written documentation as needed, to the COUNTY Program Coordinator/Contract Monitor. Documentation shall include the specific rationale and behavioral conditions of the concern leading to the dispute. Unresolved disputes will be reviewed by COUNTY for disposition per Quality Management (QM) policy regarding Problem Resolution.

VI. SERVICES

CONTRACTOR shall:

- A. Monitor submission of approval and authorization has been completed in COUNTY Electronic Health Record (EHR) for students and/or parents/caregivers receiving SZS services. No services shall be reimbursed without such approval and authorization.
- B. Provide timely crisis intervention and provide Tier 2/3 responsive service including linking students to school based and/or community mental health services when needed.
- C. Provide culturally responsive services to increase the likelihood of equitable and just outcomes including integrated services for co-occurring conditions and substance use disorders: outreach strategies to engage LGBTQ students, homeless students, students served by Child Welfare or Probation, CSEC identified students

and immigrant and refugee students. These services shall include student voice and choice provided in collaboration with those individuals and agencies involved with the student including significant others/family/parents/caregivers/guardians.

- D. Submit approval and authorization of services through an approved EHR or CONTRACTOR approved EHR system for students and/or parents/caregivers receiving SZS services. No services shall be reimbursed without such submission approval and authorization.
- E. Utilize specific identifiers to warrant a referral. Identifying criteria can include but are not limited to behaviors related to aggression, self-harm, depression, anxiety, isolation, frequent absences, and academic decline.
 - 1. Disciplinary referrals will be reviewed and assessed by site staff to determine if the student's behavior or events leading to disciplinary referrals meets identifying criteria for mental health services provided by the SZS. If a student meets the criteria, a referral will be made to the SZS.
 - 2. Protocols to identify criteria will be shared for the purpose of enhancing and streamlining protocol.
 - 3. Referrals can also include students whose behaviors may not warrant disciplinary action but are concerning and may be negatively impacting the student's quality of life and opportunities for learning.
- F. Publish program access information on the campus website and any social media platforms used by the CONTRACTOR. Provide link to COUNTY's triage website, on social media and on promotional brochures and flyers.
- G. Provide services Monday through Friday during school hours and some evenings or weekends for parent outreach/training.
- H. Provide access to SZS services using a referral form, refer-a-friend, website, the centralized phone number, or standard office hours for students to drop in and to initiate services.
- I. Provide accessible space for SZS staff to talk privately with students who call or drop in needing services.
- J. Provide accessible space for group consultation among SZS staff members, restorative mediation, parent/caregiver coaching, and psychoeducation groups.
- K. Coordinate care and collaborate with all parties involved with the student and family including, but not limited to parents, schools, doctors, hospitals, social services, child welfare, courts, Alta Regional Center, Substance Use Prevention and Treatment Services, and Juvenile Justice.
- L. Accept referrals for students of the assigned campus and triage as appropriate.
- M. Provide support and coaching to parents/caregivers whose student attends the assigned campus. Ensure staff utilize strength-based, student-centered engagement and crisis management skills to support de-escalation and assist students to identify, manage, and cope with triggers.
- N. Ensure staff are aware of community resources for students and can support culturally relevant linkage to supports where individuals live.
- O. Utilize County approved EHR or CONTRACTOR approved EHR system, in which CONTRACTOR shall follow protocols for secondary entry of data, such as billing, into County EHR as needed for invoicing. Additionally, CONTRACTOR shall adhere to confidentiality as outlined in this contract.
- P. Establish and distribute to clients and caregiver any crisis protocols when the client and caregiver need crisis intervention support, and modalities of support (phone, in-person, etc.) outside of normal business hours. This shall include but is not limited to providing all methods of contacting The Source for after-hours crisis support.
- Q. Provide telehealth services when appropriate notwithstanding the primary expectation to maintain face-to-face services.

VII.SERVICE REQUIREMENTS

CONTRACTOR shall:

- A. Support and review standardized written protocols that are provided at each campus for site staff to provide consistent responses.
- B. Provide administrative oversight. This can include providing standardized resources, utilization of assessment tools, tracking of grant goals, and feedback regarding best practices.

- C. Provide administrative support, which can include entering billing, submission of invoices, service delivery, student information and demographics into COUNTY's EHR.
- D. Develop standardized written protocols at each campus for site staff to provide consistent responses.
- E. Provide outreach, engagement, and advocacy to help students learn about services that are available when having a mental health crisis or when wanting to learn more about managing mental health.
- F. Provide crisis intervention services and same day referrals for mental health services or other community support and services. For escalating crises, provide linkage to other crisis intervention services including, but not limited to, utilizing The Source, the Mental Health Urgent Care Clinic, Intensive Services Unit, and after-hours crisis services.
- G. Utilize a Mental Health Screening and Assessment Tool to help create a consistent and unified response to a crisis. The tool includes a risk assessment, drug and alcohol screening, and questions about barriers, life domain challenges, strengths and resiliencies, treatment history, current services and supports. The tool is designed to help the team gather important information that will inform an ongoing Plan. The Plan will include students, teachers, other professionals, and parent input, when applicable, on how to address risks and create an action plan for each member of the team.
- H. Utilize a Self-Report Checklist that will be developmentally appropriate and made available to students to help them learn about signs, symptoms and when they should ask for help and how to ask for help with the intent of increasing their awareness of their stress /crisis. The checklist will include, but is not limited to, lists of symptoms, stressors, the type of help the student desires, and strengths and supports. If a student determines they need help, the checklist will provide the SZS phone number, website, or email. Information about office hours or in-person support will also be listed on the form. They should prefer to talk to a SZS staff team member or an SZM.
- I. Provide restorative mediation between teacher-student, student-student, and staff-student after an incident. The SZS will act as a mediator with the goal to help parties acknowledge behaviors and conflicts, work to help individuals reconcile and create a Plan for a future without reoccurrence of the issue. Additionally, psychoeducation will be provided to help these parties during the restorative mediation process. Include students, parents/caregivers/guardians, school staff or any other relevant person to participate in restorative mediation process.
- J. Provide mental health screening to students who have received their 1st or 2nd disciplinary referral in the school year. Depending on the results and parties involved, the SZS staff may meet with the student and/or parent, teacher, etc. to provide education on behavioral health concerns and service options. Additionally, make a referral for linkage to a mental health provider, document any psychoeducation provided, etc., if appropriate.
- K. Offer listening circles facilitated by the YA where students can feel safe in discussing worries with each other, as an outlet to prevent escalating stress. YA will also use this platform to teach students to develop an After Care Plan, tools, and skills to manage their stress/crisis. Promote the SZS program to youth by utilizing social media, preexisting campus clubs and student body class leaders as well as the use of promotional brochures and flyers.
- L. Develop and maintain an interactive website, which includes but is not limited to, mental health education, links to other resources, and links to Sacramento County Behavioral Health's site, self-help quizzes, and accurate program information.
- M. Educate students on managing their own escalating stress and how to help someone who is distressed through "Safe Zone Mentorship (SZM)". A SZM program will teach students skills on how to identify a stress/crisis, how to listen to a person experiencing stress/crisis and how to respond. Students may be eligible to become SZM. They will be identifiable on campuses and can discreetly offer developmentally appropriate information to students who may be showing signs of worry or stress so they know who they can turn to if they decide to seek help.
- N. Provide training to parents/caregivers to improve communication, develop problem solving skills between parents/caregivers and youth, for parents/caregivers to learn how to listen to their child's worries and set

boundaries, rules, and expectations. Parents/caregivers may be given the chance to become Parent Mentors and to co-facilitate parent/caregiver training.

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

VIII. TRAINING

CONTRACTOR shall:

- A. Ensure staff are trained in wellness and recovery principles, as well as trauma-informed care to meet the needs of children, youth and families experiencing a mental health crisis.
- B. Ensure staff are aware of community resources for individuals and can support culturally relevant linkages to services.
- C. Ensure team supervision is utilized to review member needs and confirm appropriate level of care is being provided.
- D. Contractor shall have clinical and senior peer staff responsible for providing or organizing training of staff. Training shall include, but is not limited to, the following: Clinical and philosophical characteristics of target population, and reading of or orientation to COUNTY policies relevant to the job description. Provide evidence in quarterly report that staff has completed such trainings. As appropriate for classification, designate staff to attend all COUNTY required trainings as identified by COUNTY.
- E. Contractor shall seek out knowledge, training, and partnerships to support members who are members of specialized populations.

IX. STAFFING REQUIREMENTS

CONTRACTOR shall:

- A. Ensure staffing includes 6 full-time equivalent service direct staff total: 2 Safe Zone Student Support Specialists, and 4 YA.
- B. Provide support, collaboration, and consultation to program staff related to outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources to students experiencing a mental health crisis.
- C. Provide support in a disciplinary review and restorative mediation process including training and psychoeducation, which can include collaborative learning for staff.
- D. Ensure Support Safe Zone Coaches will be an LPHA or LPHA-waived clinician to provide mental health related services and have a current license or are registered Associates with the BBS.
 - 1. If CONTRACTOR is unable to staff the position with an LPHA or LPHA-waived clinician, staff may hold a PPS with a master's degree as a behavioral science major. PPS authorizes individuals to perform duties related to the following four specializations: school counseling, school social work, school psychology, and school child welfare and attendance services.
- E. Ensure SZS provides clinical supervision to all direct care staff, licensed and unlicensed.
 - 1. The Program Coordinator will be an LPHA or LPHA- waived, dependent on the licensing and/or credential status of its direct line staff.
 - 2. The Program Manager is to provide School based mental health related services, clinical oversight of the program, and supervise direct line staff.
 - 3. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.
 - 4. LPHA are individuals who possess a valid California Professional License that can perform services as described in the program description: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor I (LPCC I), or LPCC II.

5. LPHA-waived are individuals who have a master's degree and are granted a waiver by the COUNTY allowing them to function as an LPHA for up to six years. They can perform services as described in the program description: Associate Marriage and Family Therapist, Associate Social Worker, and Associate Professional Clinical Counselor.
6. Ensure the assigned Program Manager has a current license with the California Board of Behavioral Sciences as an LPHA, when the SZC are LPHA-waived. The Program Coordinator will provide clinical supervision in accordance with the appropriate State Licensure Board.
7. If the CONTRACTOR is unable to staff a Program Coordinator with an LPHA, the CONTRACTOR shall ensure the Program Coordinator is at minimum an LPHA-waived, only when the SZC are licensed as an LPHA.
8. If the CONTRACTOR is unable to staff a Program Coordinator as an LPHA when the SZC are also an LPHA-waived, the Program Coordinator may be LPHA-waived, only when the CONTRACTOR has provided access to an LPHA individual. This individual can be a contractor but must be able to provide consistent supervision in accordance with the appropriate State Licensure Board to those who are LPHA-waived and providing direct services.

X. PROGRAM PERFORMANCE MEASURES

CONTRACTOR shall meet the following performance measures:

A. OBJECTIVE:

1. 80% of students identified as chronically absent at any time in the 24-25 school year will receive a responsive service from SZS.
2. 60% of students who receive a responsive service will show improvement equal or greater than 5% in their attendance in the 24-25 school year.
 - a. Chronic absenteeism includes a child who missed 10% or more of the school year.
 - b. Responsive Service is defined as any Tier 2/3 service/intervention.

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

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

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

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

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

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

OUTCOME MEASUREMENT METHOD: Number of SZM divided by the total student body count. These should be submitted no later than 30 days after the end of the academic year. OBJECTIVE: Of the students engaged in SZS services,

E. OBJECTIVE: 85% of students who received a crisis intervention service will not have a reported psychiatric hospitalization.

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

XI. POLICIES, PROCEDURES, AND GUIDELINES

CONTRACTOR shall:

- A. Comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- B. Follow all documentation and billing requirements as outlined in COUNTY policies and procedures including but not limited to all State reporting elements (e.g. Member & Services Information System (CSI) demographics, Timely Access Data Tool (TADT), CANS/ANSA, and PSC-35).
- C. Ensure all services that are Medi-Cal reimbursable are entered in COUNTY EHR utilizing Medi-Cal codes.
- D. Ensure all services that are not Medi-Cal reimbursable are entered in COUNTY EHR utilizing Non-Medi-Cal codes.

XII. REPORTABLE EVENTS

CONTRACTOR shall:

- A. Complete and submit all adverse incident reports, compliance, and quality assurance reporting and follow-up actions in accordance with COUNTY policy.

XIII. COMPLIANCE AUDITS AND REPORTS

CONTRACTOR shall:

- A. Complete monthly and quarterly reports and relevant attachments and submit to the COUNTY or as requested.
- B. Submit quarterly Utilization Review staff roster to COUNTY for the purpose of Utilization Review and other reviews and audits.
- C. Provide other data or reports as requested by COUNTY Data Analytics Team (DAT) Unit.
- D. Participate fully in all data collection and clinical and administrative activities related to the MHP Performance Improvement Projects as they relate to CONTRACTOR program.
- E. Participate in County External Utilization Reviews and all clinical or chart reviews directed by MHP Quality Manager.
- F. Participate in all Medication Monitoring Review meetings.
- G. Reconcile census in EHR on a weekly basis to ensure the accuracy of the census and to identify authorized consumers who are not receiving services and take appropriate follow-up action.
- H. Regularly review EHR and, prior to discharge, verify if member is receiving services from other known programs. Support coordination of care efforts to ensure connection and reduce duplication of services.

XIV. ADDITIONAL REQUIREMENTS

CONTRACTOR shall:

- A. Ensure all services, policies and procedures are culturally and linguistically appropriate. Participate in the implementation of the most recent Cultural Competency Plan for the COUNTY and adhere to all cultural competency standards and requirements. Participate in the COUNTY's efforts to promote the delivery of services in a culturally competent and equitable manner to all members, including those with limited English proficiency and/or diverse cultural and ethnic backgrounds, disabilities, gender, sexual orientation, or gender identity with the goal of:
 - 1. Promoting recovery as defined by U.S. Dept. of Health and Human Services, Substance Abuse and Mental Health Services Administration to optimize community functioning at the least restrictive level of care.
 - 2. Promoting transition to lower level of service intensity and community integration
 - 3. Improve mental health and wellness and optimize community functioning.
 - 4. Provide timely and appropriate linkage and coordination with services impacting the member's health and well-being (e.g., Primary Care, Education, Child Welfare, Probation, etc.)

5. Prevent utilization of inpatient hospitalization for mental health related issues
 6. Resolve or prevent imminent risk of homelessness to minimize impact on mental health.
- B. Provide culturally responsive services (which include integrated services for co-occurring conditions and substance use disorders) that creates equitable and just outcomes for all clients. These services shall include client voice and choice provided in collaboration with those individuals and agencies involved with the client. Clients will have a high level of decision-making power and be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of wellness.
 - C. Meet with County Program Coordinator as requested by COUNTY.
 - D. Comply with Medi-Cal site certification visits at CONTRACTOR facilities in accordance with the QM policy on Site Certification of Provider Physical Plant and complete all corrective actions in a timely manner.
 - E. Have representation at COUNTY sponsored Provider Meetings and other work groups as established and scheduled. CONTRACTOR shall be considered notified of updates and news shared at COUNTY meetings.
 - F. Hold a minimum of quarterly input sessions with members, families, direct care staff, community and other community partners. Information gathered will inform program design, groups offered, hours of operation, etc. Input gathered will be shared with COUNTY on a quarterly basis.
 - G. Notify COUNTY and members 2 weeks in advance of closure, if CONTRACTOR closes their office during hours of operation for any reason other than an emergency outside of their control. Notification to COUNTY and members, including outgoing voicemail and postings, will be in writing and will include at minimum a rationale for CONTRACTOR being closed, a timeframe the office will be closed, and instructions for members in need of crisis services consistent with CONTRACTOR scope of services. If in emergency outside of CONTRACTOR's control occurs, notify COUNTY and members as soon as possible and in accordance with reportable events, if applicable.
 - H. Notify COUNTY in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change. Notify COUNTY of all changes in staff and/or classification vacancies that exceed 30 days within 10 business days of the change. Staff includes Executive Director/CEO, Associate Director/COO, Clinical Director, Chief Fiscal Officer, Medical Director, and Program Director.
 - I. CONTRACTOR shall notify COUNTY of a change of service location at least six months in advance to allow COUNTY sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the COUNTY, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.
 - J. Immediately notify COUNTY of a change in ownership, organizational status, licensure, or ability of CONTRACTOR to provide the quantity or quality of the contracted services in a timely fashion.
 - K. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.
 - L. GenAI Technology Use & Reporting
 1. Artificial Intelligence (AI) is defined as a machine-based system that can make predictions, recommendations, or decisions influencing real or virtual environments.
 2. Generative AI (GenAI) is defined as a subset of AI that focuses on creating new content. This can include text, audio or video generated in response to a prompt or input data.
 3. During the term of this Agreement, CONTRACTOR must notify COUNTY in writing if their services or any work under this Agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. At the direction of COUNTY, CONTRACTOR shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by COUNTY.

4. Failure to disclose GenAI use to COUNTY may be considered a breach of this Agreement by COUNTY at its sole discretion and COUNTY may consider such failure to disclose GenAI as grounds for the immediate termination of this Agreement. COUNTY is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
5. COUNTY reserves the right to amend this Agreement, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to COUNTY. COUNTY further reserves the right to provide CONTRACTOR with any forms or reports that may be developed for this purpose and requires CONTRACTOR to complete and return them.

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

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

**COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES
INSURANCE REQUIREMENTS**

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

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

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

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

BUDGET REQUIREMENTS

I. MAXIMUM TOTAL PAYMENT TO CONTRACTOR

- A. The maximum financial obligation of the COUNTY under this Agreement shall not exceed **\$751,130** for the term of this agreement, which is not a guarantee sum but shall be paid only for services rendered and received. This contract is not subject to cost settlement. Following the end of the contracted term, a final cost reconciliation for non-Medi-Cal services will be completed as outlined in Section II. of this Exhibit C. Exception to Bid has been approved and is on file.
- B. Notwithstanding any other terms and provisions of this Agreement, reimbursement for services rendered from July 1 through August 31 during the term of this Agreement shall not exceed \$125,188 until the final budget is adopted by COUNTY.
- C. If CONTRACTOR exhausts the Maximum Payment Amount prior to June 30th of any applicable fiscal year, CONTRACTOR shall not receive any further compensation for that fiscal year. CONTRACTOR shall continue to operate under the terms and conditions set forth in this Agreement.
- D. CONTRACTOR shall not be reimbursed for any overhead and allocated expenses in excess of 15% of actual Salaries and Employee Benefits and Operating Expenses.

II. COMPENSATION FOR SERVICES

- A. In addition to Paragraph XX of this Agreement, COUNTY shall make payments on a monthly basis for services rendered during the preceding month upon the receipt of an appropriate and correct invoice for services submitted by CONTRACTOR. COUNTY shall serve as the fiscal intermediary for claiming and reimbursement for services as described in Exhibit A of this Agreement, and to act on CONTRACTOR's behalf with regard to claiming.
 - 1. If CONTRACTOR requires a payment in less than the agreed upon 30 days, CONTRACTOR shall submit a detailed written appeal to COUNTY substantiating the request. At the sole discretion of DIRECTOR, COUNTY may on a limited basis authorize payment to be expedited within the constraints of the COUNTY reimbursement process. Approved rush payment may incur a processing fee.
 - 2. CONTRACTOR shall not be reimbursed for any cost that exceeds the individual funding source amounts, and/or maximum program payment amount, as set forth in Section I. A., Maximum Payment to CONTRACTOR, of this Exhibit C, except as may be changed as stated in Section IV. B., (Budget), of this Exhibit C.
 - 3. For services that cannot be claimed through the COUNTY electronic billing system, CONTRACTOR shall produce an itemized monthly invoice in an amount not to exceed actual expenditures incurred during the reporting period.
- B. CONTRACTOR shall provide to COUNTY a detailed Revenue Expense Report in accordance with COUNTY's approved accounting methods and standards no later than September 30th following the end of the fiscal year.
- C. COUNTY shall conduct an annual cost reconciliation to determine the final cost of services provided under this Agreement. The cost reconciliation shall include a comparison of CONTRACTOR's final reimbursement amount with any previous payments, payment adjustments, and other relevant information related to the Agreement. COUNTY shall recoup from CONTRACTOR, or reimburse to CONTRACTOR, any overpayment or underpayment as determined by the annual cost reconciliation process.

III. USE OF FUNDS AND PAYMENT LIMITATION

- A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.
 - 1. CONTRACTOR shall obtain written authorization from COUNTY prior to entering into any lease, purchase agreement, or purchase in excess of \$5,000. COUNTY will respond to such requests within 30 working days.

2. CONTRACTOR shall maintain sole responsibility for any or all lease, purchase agreement(s) or purchase(s) whereby the lease, purchase agreement, or purchase exceeds the term of this Agreement. CONTRACTOR shall obtain prior written authorization from COUNTY for all costs associated with an early termination of CONTRACTOR's lease, purchase agreement or purchase.
- B. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for the services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the lesser of:
1. The amount indicated in Section I. A., Maximum Total Payment to CONTRACTOR, of this Exhibit C (this maximum payment amount by funding source may be modified in accordance with Section IV., subsection B.), or
 2. The actual gross cost of services provided under this Agreement determined in accordance with the procedures and audit provisions set forth in Paragraph XX of this Agreement and Section I. and Section II. of this Exhibit C.
- C. The Budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.

IV. BUDGET

- A. At the sole discretion of COUNTY, the Maximum Total Payment to CONTRACTOR stipulated in Section I.A., identified above, may be increased or decreased by COUNTY. In the event that the Maximum Total Payment is decreased by COUNTY, COUNTY shall provide written notice to CONTRACTOR thirty (30) days before the decrease takes effect.
- B. Any requests for changes to the budget sections must be made in writing to COUNTY by CONTRACTOR prior to May 31st of the current fiscal year. Approval in writing shall constitute an amendment to the Agreement.
- C. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 1 titled "Salaries and Employee Benefits" that exceeds that amount set forth in Section 1 "Total Salaries and Employee Benefits." Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.
- D. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 2 titled "Operating Expenses" that exceed that amount set forth in Section 2 "Total Operating Expenses". Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.
- E. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 4 titled "Overhead and Allocated Costs" that exceed that amount set forth in Section 4 "Total Overhead and Allocated Costs" without prior written authorization by COUNTY under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.
- F. CONTRACTOR shall maintain sole responsibility for internal control and oversight of fiscal management practices, support financial review preparation, audit readiness, improvements in cost reporting, and record keeping practices in accordance with the Office of Management and Budget Uniform Grant Guidance, COUNTY policies and Board of Supervisors resolutions.

EXHIBIT C BUDGET

Program Name:		Expenditure Agreement #
Safe Zone Squad		7202400-26-243
Contracting Agency:		Fiscal Year:
Sacramento City Unified School District		2025-2026

SECTION 1		County Funding Choose One ▼
1. SALARIES AND EMPLOYEE BENEFITS	One-Time/Non-Unit	Annual
a. Program Staff - Employees (FORMULA from Staffing Detail)		\$720,271.00
b. Admin Support - Employees (FORMULA from Staffing Detail)		\$0.00
c. Payroll Taxes		
d. Employee Benefits		
e. Program Contracted Staff (FORMULA from Staffing Detail)		\$0
TOTAL PROGRAM SERVICES PERSONNEL EXPENSES (FORMULA):		\$0 \$720,271.00

SECTION 2		
2. OPERATING EXPENSES		
Use your General Ledger if available. The following key categories should be included and can further spelled out:		
a. Occupancy expenses:		
b. Office expenses:		\$1,345
c. Equipment Leases:		
d. Computer Lab and IT support:		
e. Phone and Internet Service:		
f. Travel, transportation and mileage for staff members and volunteers:		\$0
g. Professional services:		\$0
h. Other Operating Expenses (Explain):		\$0
i. Insurance:		
j. Training and conferences. The training budget should match your training plan		\$0
k. Dedicated Medi-Cal Outreach expenses (List items it includes):		\$0
TOTAL PROGRAM SERVICES OPERATING EXPENSES (FORMULA):		\$0 \$1,345.00

SECTION 3			
3. TOTAL PROGRAM SERVICES EXPENSES (FORMULA)		\$0	\$721,616

SECTION 4		
4. OVERHEAD AND ALLOCATED COSTS		
a. Allocated Position Salaries, Benefits and Payroll Taxes. (FORMULA from Staffing Detail)		\$0
b. Other allocated expenses. Provide explanation of allocation methodology in budget narrative.		
c. Other INDIRECT expenses. Itemize and provide explanation in budget narrative.		\$29,514.00
TOTAL ALLOCATED COSTS (NOT TO EXCEED 15% OF SECTION 3) (FORMULA):		\$0 \$29,514.00

SECTION 5		
5. HOUSING AND FLEXIBLE SUPPORT		
a. Master Lease		
b. Motel/Hotel Payments		
c. Subsidies		
d. Utilities		
e. Moving Expenses/Furniture/Other Household Goods and Building Maintenance & Repair		
f. Housing Readiness: Security Deposits, Credit Repair Fees, and Housing Documentation Readiness		
g. Rent Gap		
h. Food, Clothing, Hygiene, and Necessary Medical Remedies (FSP Only)		
i. Education and Employment Resources (FSP Only)		
j. Mental Health Medications (non Medi-Cal Beneficiaries Only) and Specialized Medical Provider (FSP Only)		
k. Client Supports (FSP only): Travel/Transportation, Conference/Trainings, Other Purchased Supports, Special Events, Child Care/Respite, Translation/Interpreter. Itemize and provide explanation in budget narrative.		
TOTAL HOUSING AND FLEXIBLE SUPPORT (FORMULA):		\$0

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

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

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

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

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services (DHCS) Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations, including but not limited to California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, General Provisions, Article 4, Section 1810.410 (a-e). CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:

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

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

3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR’s premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the COUNTY’s Electronic Health Record (EHR), in accordance with COUNTY’s policy, so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the DHCS concerning CONTRACTOR’s activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and COUNTY record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with Generally Accepted Accounting Principles (GAAP).

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

VIII. PATIENT FEES

- A. The Uniform Method of Determining Ability to Pay prescribed by DHCS shall be applied when services to patients are involved, in accordance to applicable COUNTY policies and procedures.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by DHCS.

IX. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

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

F. Request for Extension of Due Date

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

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

G. Past Due Audit/Review

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

H. Overpayments

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

X. SYSTEM REQUIREMENTS

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

XII. EQUIPMENT OWNERSHIP

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

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

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

XV. HEALTH AND SAFETY

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and COUNTY laws and regulations.

XVI. MANDATED REPORTING

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

XVII. BACKGROUND CHECKS

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

XVIII. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed 10% of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than 10% of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

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

XIX. AMENDMENTS

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

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

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

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

XX. RUSSIAN ECONOMIC SANCTIONS

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

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

COUNTY OF SACRAMENTO

COST REIMBURSEMENT 7202400-26-243

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

SCHEDULE OF FEDERAL FUNDS

- I.** ☒ If box is checked, there are **no** Federal funds in this contract.
- II.** ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.
- III.** ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

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

- IV.** Total Federal Funds in this contract: \$0.00
- V.** CONTRACTOR’S UEI Number is: N/A
- VI.** CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII.** At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph III of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

COUNTY OF SACRAMENTO

COST REIMBURSEMENT AGREEMENT NO. 7202400-26-243

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: _____

DATE: _____

Department of Personnel Services

Joe Angelo, Director



Risk Management Office

Sarah Baker, Manager

County of Sacramento

October 7, 2025

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

Re: Agreement No. 7202400-26-243 - Safe Zone Squad Providing Mental Health
Services

To Whom It May Concern:

Please accept this letter as certification that the Self-Insurance Program of the County of Sacramento adequately protects against liability arising from activities related to Agreement No. 7202400-26-243.

The County is self-insured under Government Code 990 et seq. for general liability and automobile liability and self-insured for workers' compensation in compliance with Labor Code Section 3700 et seq.

This letter is effective July 1, 2025, through June 30, 2026, and is renewable upon request.

Sincerely,

Luis Campa

Luis Campa
Liability and Property Insurance Analyst II

cc: Lucy Stanley, ASO II, StanleyL@saccounty.gov



PAID INTERNSHIP CREDENTIAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Agreement, effective as of the date of last signature, made by and between National University, a California non-profit public benefit corporation (the "University") and Sacramento City Unified School District, which is located at 5735 47th Ave., Sacramento, CA 95824-4528, USA, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, ("Institution"), with reference to the following facts:

RECITALS

- A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs (each, a "Program"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and
- C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership.

TERMS AND CONDITIONS

- 1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue until terminated in accordance with the terms and conditions in this Agreement, not to exceed five years as per Ca. Ed. Code. Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days written notice. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
- 2. Interns and Placement. University interns are students that are certified as qualified and competent by University to provide intern services to Institution and may, at Institution's discretion, be accepted and assigned to Institution's schools to provide services as interns (each, an "Intern"). University and Institution shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law. Intern(s) must remain at the Institution addressed herein for the duration of their Program.
- 3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
 - d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.



- f. University Catalog requirements met including Special Education and Teacher Education programs. Virtual classroom/school placements will not be approved.
 - g. All service preconditions required by the CTC shall have been met.
4. Institution Reimbursement. University shall reimburse the Institution for supervision of an eligible Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honarium Specialist. Honarium eligibility and the honarium amounts provided for supervision of University Intern(s) in an eligible Program are as set forth in “Exhibit A” attached hereto and incorporated herein by this reference. Notwithstanding, in no event shall the total honarium amount for supervision per Intern exceed six hundred (\$600.00). Upon receipt of invoice correlating to the University’s Honarium Specialist report, University shall pay the Institution within thirty (30) days following the date the Institution’s invoice is received.
5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers’ compensation insurance coverage for their own employees.
6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers’ compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern’s salary to cover supervision services pursuant to this Agreement.
8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
9. Teacher and Special Education Intern Support.
- a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers (“SSP”). University supervisors are called University Support Providers (“USP”). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. SSP must complete an orientation to the program’s expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through the University. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).
 - d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - e. SSP and USP will meet without the Intern to discuss the Intern’s progress, as needed.
 - f. Concurrent with an Intern’s experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.



- g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
 - i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify an individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Interns during their progress towards mastering the TPEs.
 - j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
 - k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Intern supervision and program expectations.
 - l. Institution with interns must have a fully qualified Credentialed administrator onsite.
 - m. University may request use of video capture for Intern reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
 - n. Intern teaching schedule must reflect no less than 80% of each day in the content area of the intended credential, in a traditional, face-to-face classroom. Virtual classroom/school placements will not be approved except in emergency situations subject to University's sole discretion. Transitional Kindergarten (TK) placements are highly discouraged at this time and will require additional faculty approvals.
10. School Counseling Intern Support
- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
 - b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
 - c. Clinical practice shall refer to the participation by an Intern in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
 - d. As required by the CTC, the School Counseling Paid Internship requires a minimum of 800 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 800 clock hours. Interns must have opportunity to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings. Interns must have the opportunity to work with students of diverse backgrounds (150 hours) as part of the 800 clock hours, including socioeconomic disadvantages, English learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities. See CTC (May 2020) Pupil Personnel Services: School Counseling Preconditions, Program Standards, and Performance Expectations, Page 6 – Fieldwork at https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/pps-school-counseling-pdf.pdf?sfvrsn=28e552b1_4.
 - e. Institution and University shall independently determine the qualifications of their respective supervisors. Interns must meet with their SSP for one (1) hour of individual or one-and-one half (1.5) hours of small group SSP supervision per week. Small groups shall not exceed eight (8) Interns per group.
 - f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.



- g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
 - i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
 - k. USP will maintain contact with Interns remotely on a regularly scheduled basis to monitor each Intern's progress.
 - l. School Counseling Fieldwork Intern Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers and general education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.
 - xi. Provide teacher/parent consultation.
 - xii. Design and implement behavioral Interventions.
 - xiii. Participate in Student Study Teams (SST's).
 - xiv. Help provide school-wide positive behavioral intervention support.
 - xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.
11. School Psychology Intern Support
- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
 - b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
 - c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
 - d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
 - e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.
 - f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
 - g. Institution and University shall independently determine the qualifications of their respective supervisors.
 - h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.



- k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- n. School Psychology Internship Intern Duties (may include, but are not limited to):
 - i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
 - ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
 - iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
 - iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
 - v. Review of Special Education/Cumulative Records.
 - vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
 - vii. Conduct Psycho-Educational Assessments-Full.
 - viii. Facilitate Group/Individual Counseling.
 - ix. Teacher/Parent Consultation.
 - x. Design and Implement Behavioral Interventions.
 - xi. Participate in Study Team Consultation.
 - xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
 - xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
 - xiv. School-wide positive behavioral intervention support.
 - xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.
- 12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:

 - a. Support the Intern's ability to complete the CalAPA.
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students.
 - d. Create a learning culture to support all students.
 - e. Understand and reflect socioeconomic and cultural diversity.
 - f. Support the Interns to access data, work with other educators, and observe teaching practice.
 - g. Permit video capture for Intern reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
 - h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
- 13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
- 14. Duration of Internship. Once an Intern has been accepted as an intern by Institution, and if the Intern remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.
- 15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and



School Psychology (for the Pupil Personnel Services Internship Credential) programs. Interns in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.

16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.
17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all Interns and any other University personnel in connection with the assessment of the Interns, including, but not limited to, all classroom video recording of the Interns, shall be at the University's sole discretion unless, however, students or student personally identifiable information, will be included in a video in which case University shall comply with all relevant laws regarding student data privacy and the Institution shall have the ability to audit such use to confirm compliance with applicable laws
18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.
22. Confidentiality of Student Intern Records. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its facilities/educational sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Intern is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Intern's educational record in accordance with the provisions of FERPA.
23. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in



any discussions about the internship experience with University, its employees, agents or others.

24. Limitation of Liability. Except for obligations to make payment under this Agreement, liability for indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
25. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Intern prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Interns receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.
26. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.
27. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.
28. Non-Discrimination and Commitment to Equity, Diversity, and Inclusion. University and Institution agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. Institution agrees to recognize and support the University's commitment to diversity, equity, and inclusion.
29. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.
30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.



33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
34. Supersedes Prior Agreements. This Agreement supersedes any prior agreements between the parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.
35. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
36. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; and (c) will be governed by California law.
37. Board Ratification. In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation until approved or ratified by the SCUSD Board of Education duly passed and adopted. Any modification or amendment of this Agreement also shall not be valid or an enforceable obligation until approved or ratified by the SCUSD Board of Education.

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

University: National University

By: _____
John Cicero, Ph.D.
Provost and Chief Academic Officer

Dated: _____

University Contact Information:
Contract Coordinator
National University
9388 Lightwave Ave.,
San Diego, CA 92131
Telephone (858) 642-8417
credcontracts@nu.edu

Institution: ^{Signed by:} Sacramento City Unified School District

By: Mary Hardin Young
618444F325E34F2...

Name: Mary Hardin Young

Title: Deputy Superintendent

Dated: 04/14/2026

Telephone: (916) 643-9055

Address: 5735 47th Ave., Sacramento, CA 95824-4528,

USA _____



EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

Honorariums:

Honorarium amount of \$300.00 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential

Honorarium amount of \$150.00 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

There is no honorarium provided for the following program:

Preliminary Administrative Services Internship Credential

Subrecipient Agreement Nr: 4926-004-R1

Between

CALSTART, Inc. and Sacramento City Unified School District

Exhibits

A	Statement of Work	A-1
B	Shine Award Program Project Funding Agreement General Provisions	B-1
C	Billing template – Omitted	C-1
D	Insurance	D-1

Subrecipient Agreement Nr: 4926-004-R1

This Subrecipient ("Agreement") is made and entered between CALSTART, Inc., a California non-profit corporation, with its headquarters at 48 S. Chester Ave., Pasadena, CA 91106 ("CALSTART") and Sacramento City Unified School District, a California Public Schools District located at 5735 47th Avenue, Sacramento, California 95824 ("Subrecipient" or "SCUSD"). CALSTART and Subrecipient are also referred to herein individually as ("Party") and together as ("Parties").

RECITALS

- A. CALSTART is a nonprofit organization working nationally and internationally with businesses and governments to develop clean, efficient transportation solutions; and
- B. CALSTART seeks to award the Subrecipient with funding to install a solar charging station as described more fully in "Exhibit A" included herein; and
- C. The Parties desire to set forth the terms and conditions under which the Subrecipient will install one (1) solar charging station and infrastructure for e-mobility options at Hiram Johnson High School ("Project"), funded by Sacramento Municipal Utility District ("SMUD" or "Funder"); and
- D. The Subrecipient is willing and able to perform services in accordance with the Statement of Work (Exhibit A).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

ARTICLES

1. **Term.** The respective duties and obligations of the contracting Parties shall be for the period commencing on **March 1, 2026**, and ending on **December 31, 2026**. Notwithstanding anything to the contrary set forth herein, this Agreement and/or any Scope of Work may be terminated by CALSTART or the Subrecipient according to the provisions of Article 15 "**Termination – Mutual Consent, Breach, and Convenience**" below.
2. **Services.** The Subrecipient shall perform the duties outlined in Exhibit A - Scope of Work, Timeline, and Budget ("Scope of Work") included herein. Services per this Agreement will be performed by the Subrecipient with no part of this Agreement assigned or transferred by the Subrecipient to any party without prior written approval of CALSTART. Revisions and modifications to the Scope of Work may become necessary, however, no revision or modification of the Scope of Work shall be effective unless such revision or modification is mutually agreed upon in writing by the Parties hereto.
3. **Subrecipient's Representations, Warranties, and Certifications.** As of the Effective Date of this Agreement, Subrecipient hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
 - 3.1. The Subrecipient represents that it has the legal authority to enter and perform the requirements of this Agreement and will maintain such status until the Scope of Work is completed or the Agreement is terminated, whichever occurs first.
 - 3.2. Subrecipient and all personnel to be employed or engaged by Subrecipient under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Subrecipient's other obligations under this Agreement, and have obtained all required licenses and permits to perform any and all of the Services.
 - 3.3. The Subrecipient's relationship to CALSTART in the performance of this Agreement is that of an independent contractor and not as an agent, employee, or representative of CALSTART. The Subrecipient acknowledges that it has no authority to act for or bind CALSTART without

CALSTART's prior written consent. Subrecipient is responsible for the payment of all federal, state and local income taxes related to the money received as compensation for service provided under this Agreement.

3.4. Subrecipient agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

3.5. Subrecipient represents and warrants that all of its Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Subrecipient shall comply with its continuing obligation to ensure such status for the Term.

3.6. Subrecipient's entering into this Agreement does not and will not conflict with or result in any breach or default under any other agreement to which Subrecipient is subject.

4. **Indemnification.** Subrecipient agrees to indemnify, defend and hold harmless SMUD, CALSTART and its Board of Directors, officers, agents, other Consultants, and employees against any and all claims, liabilities, obligations, demands, damages, losses, fines, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind, or nature whatsoever, including but not limited to reasonable attorneys' fees claims, demands, damages, and costs for injury to, or death of, any and all persons (including, without limitation, employees or representatives of SMUD, CALSTART, the Subrecipient, or any other person or persons) and for damage to, or destruction or loss, or otherwise, of any and all property, real or personal (including without limitation, property of SMUD, CALSTART, the Subrecipient, or any other person or persons), caused by, arising from, or related to the negligent acts, errors or omissions of Subrecipient or its employees and agents.

Subrecipient shall be responsible for all acts and omissions of any of its trustees, directors, officers, employees, subcontractors, volunteers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

4.1. Insurance Not in Place of Indemnity. Acceptance by CALSTART of insurance certificates and endorsement required under this Agreement does not relieve Subrecipient from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Subrecipient acknowledges and agrees to the provisions of this Section and that is material element of consideration.

4.2. Notwithstanding anything provided herein to the contrary, neither Party shall be liable under this Agreement to the other Party for any lost profits or revenues or diminution in value, or for any consequential, indirect, incidental, special, punitive, or exemplary damages arising out of, relating to, or in connection with this Agreement.

5. Work Product, Access and Use. Subrecipient agrees to provide all Deliverables made in the scope of the Services as work to CALSTART, which shall own all rights, including without limitation copyrights and patents, in the Deliverables. The work product is and shall at all times remain the Confidential Information of CALSTART in accordance with Article 24 (Confidentiality of Information). CALSTART shall have the right to use the Deliverables in any way without additional payment to Subrecipient. No royalty or other consideration shall be due or owing to CALSTART now or in the future as a result of such activities.

To the extent that such Deliverables consist of copyrightable subject matter, it shall be considered a "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101). In the event that the Deliverables are for any reason deemed not to have been a work made for hire, Subrecipient hereby assigns to CALSTART any and all right, title, and interest that the Subrecipient has, including any copyright or patent, in the Deliverables.

Subrecipient represents and warrants that Subrecipient's contributions will not infringe on any copyright, right of privacy, or personal or proprietary rights of

others. If Subrecipient delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Subrecipient will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third party. If Subrecipient provides to CALSTART or uses in the performance of the Services any Deliverables to which Subrecipient claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to CALSTART, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

6. Compensation And Invoice Submission.

6.1. For services performed during this Materials Agreement by the Subrecipient and invoiced on a form that is reasonably acceptable to CALSTART, CALSTART shall pay the Subrecipient a maximum of **thirty-seven thousand, five hundred and 0/100 dollars (\$37,500.00)**. Subrecipient agrees to expend the entire funding for the purposes and according to the budget in this Agreement and as attached hereto as Exhibit A, Scope of Work, Timeline and Budget. Subrecipient shall not invoice CALSTART for any labor hours, travel time to and from work sites, or any other non-equipment costs. CALSTART is not responsible for any expense incurred by the Subrecipient without prior written approval by CALSTART.

6.1.1. **Staff and Labor Charges:** No portion of the funding from this Agreement may be expended for any wages, salary, or labor-related costs. Subrecipient and all lower-tier contractors thereunder shall, where required, comply with Labor Code Sections 1770 through 1780 inclusive. For avoidance of doubt, in the event Subrecipient uses any portion of this funding for any public works project, Subrecipient shall be considered the project owner for such public works project. Subrecipient will keep adequate records to document the expenditure of funds and the activities supported by this Agreement. Funding under this Agreement may not be expended for any other purpose without CALSTART's prior written approval. Subrecipient agrees that any portion of the funding unexpended at the expiration or completion of this Project shall be returned immediately to CALSTART.

6.1.1.1. **Direct Non-Labor Expenses:** Direct non-labor expenses will be reimbursed at the actual cost to the Subrecipient without any additional markup. These charges will include equipment and any applicable taxes. All non-labor costs shall comply with the following provisions:

6.1.1.2. All charges must be necessary for the equipment provided under this Agreement.

6.1.1.3. The billing for direct non-labor costs shall include an itemized listing of the charges directly identifiable with the Project.

6.1.1.4. Receipts and invoices for all expenses shall be detailed and itemized.

6.1.1.5. Subrecipient shall maintain a separate and distinct set of accounts in the accounting system for the purpose of accumulating contract/project costs, and retain records, documents, and other evidence showing and supporting all expenses billed. The system of accounts employed by the Subrecipient shall be reasonably satisfactory to CALSTART and in accordance with generally accepted accounting principles, auditing standards and best business practices, consistently applied.

6.1.1.6. CALSTART will not make payment for labor hours under this Agreement. CALSTART will not make payment for expenses that do not comply with the terms of this Agreement. Expenses submitted for reimbursement that do not directly support the Project will be disallowed. The Subrecipient shall bear all costs and expenses that are not in accordance with the terms and conditions of this Agreement, unless CALSTART, in consultation with the Subrecipient, determines otherwise. Subrecipient shall not present ineligible expenses (expenses that are not in accordance with the terms of this Agreement) on any payment request.

6.2. Payment and Invoice Submission. Subrecipient shall submit to CALSTART itemized invoices including all supporting documentation in accordance with the payment schedule in Exhibit A.

Invoices shall be submitted electronically to ap@calstart.org. If the Subrecipient does not deliver the invoices and supporting documentation according to these instructions, payment of the late delivered invoice will be delayed.

6.3. Invoices shall reference the Subrecipient Agreement number **4926-004-R1** using the following reference address:

CALSTART, Inc.,
48 South Chester Avenue,
Pasadena, California 91106

Invoices shall detail the direct costs spent by Subrecipient on authorized equipment in Exhibit A.

6.4. Upon receipt of the invoices, CALSTART shall promptly review and approve the invoices. Payment will be made in accordance with the payment schedule in Exhibit A, and upon receipt of funds from the Funder.

6.5. **Availability of Funds.** CALSTART's obligations under this Agreement are contingent upon the availability of funds received from the Funder. In the event funds are not available, CALSTART shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement.

The Subrecipient agrees not to expend any funds in such a way:

- 6.5.1. to carry on propaganda or otherwise attempt to influence legislation;
- 6.5.2. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- 6.5.3. for any agreement to an individual which does not comply with the program requirements;
 - 6.5.3.1. for any purpose other than one specified in the Internal Revenue Code, i.e., a religious, charitable, scientific, literary or educational purpose.

6.6. **Release by the Subrecipient.** The acceptance by the Subrecipient of final payment shall release CALSTART from all claims and liability that the Subrecipient, its representatives and assigns might otherwise have relating to this Agreement.

7. **Document(s) Incorporated By Reference.** Omitted

8. **Performance Reports.** The Subrecipient shall submit regular performance

reports that document progress toward accomplishing Project milestones and achieving identified performance metrics. Reports shall include a detailed accounting of the uses or expenditure of all Funding. Subrecipient shall provide CALSTART with a final written report promptly following the completion of the Project. Subrecipient shall also provide any other information reasonably requested by CALSTART.

9. **Order Of Precedence.** In case of conflict between or among the terms of this Agreement and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: 1) Exhibit B (Shine Award Program Project Funding Agreement Terms and Conditions); 2) this Agreement and future amendments thereto, 3) Other exhibits to this Agreement.
10. **Exhibits.** The Exhibits to this Agreement shall be construed with, and as an integral part of, this Agreement.
11. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, modification or waiver is mutually agreed upon in writing by the Parties hereto. The failure of any Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.
12. **Notices.** All notices, requests, demands and other communications required or permitted hereunder must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

For CALSTART

For Contract matters:	For project matters:
Marc Gottschalk	Katie Smet
Chief Legal Counsel	Project Manager
CALSTART, Inc.	CALSTART, Inc
48 S. Chester Avenue	48 S. Chester Avenue
Pasadena, CA 91106	Pasadena, CA 91106
Phone: 650-714-8532	Phone: 507-244-0893
Email: mgottschalk@calstart.org	Email: ksmet@calstart.org

For Subrecipient

For Contract matters:	For project matters, legal review and Board approval:
Lisa Grant-Dawson	Chamberlain Segret
Interim Chief Business and Ops Officer	Sustainability Manager
5734 47 th Avenue	412 1 st Avenue
Sacramento, CA 95824	Sacramento, CA 95818
Phone: 916-643-9055	Phone: 916-395-3980 x450012
Email: lisa-grantdawson@scusd.edu	Email: chamberlain-segret@scusd.edu

13. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. **Stop Work Order.** CALSTART may at any time, by written order to the Subrecipient, require the Subrecipient to stop all, or any part of, the Services called for by this Agreement for a period of up to 90 days after the Stop Work

Order is delivered to the Subrecipient, and for any further period to which they may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this article. Upon receipt of such an order, the Subrecipient shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the order during the period of work stoppage consistent with public health and safety.

15. Termination – Mutual Consent, Breach, and Convenience.

15.1. This Agreement may be terminated for convenience with the mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.

15.2. In the event that the Subrecipient fails to perform the Services under the terms and conditions of this Agreement after seven (7) calendar days of receiving a written cure notice from CALSTART to do so, then and in such event, CALSTART may forthwith terminate this Agreement.

15.3. CALSTART may terminate the Agreement for convenience by giving the Subrecipient a seven (7) calendar day prior written notice. Upon receipt of the notice of termination, the Subrecipient shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to CALSTART all work performed. CALSTART will pay the Subrecipient for all costs incurred for performing the Services, to include in progress & completed work, materials and all Services that were performed, including reasonable costs to terminate related obligations directly supporting the Services up to and including the date of termination.

15.4. The termination of this Agreement shall not release any Party from any liability which at the time of termination has already accrued to any other Party or which thereafter may accrue in respect of any act or omission prior to such termination, nor shall any such termination affect in any way affect the survival of any right, duty or obligation of any Party which is expressly stated elsewhere in this Agreement to survive termination of this Agreement.

15.5. In the event that this Agreement is terminated for default, the

Subrecipient shall be paid for all work in progress, completed work, and materials purchased up to and including the date of termination and for any Services completed but not delivered in the period post receipt of the termination notice.

15.6. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 4 **“Indemnification”**, 5 **“Work Product, Access and Use”**, 13 **“Governing Law”**, 17 **“Disputes And Arbitration”**, and 24 **“Confidentiality of Information”** of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

15.7. In the event of termination under this Section, Subrecipient shall return any unspent funds to CALSTART.

16. **Applicable Laws.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Subrecipient hereby agrees that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Los Angeles, California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

17. **Disputes And Arbitration.** Any controversy or claim arising out of or relating to this Agreement that cannot be resolved by the Parties in a reasonable amount of time, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the Parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of California, County of Los Angeles. In the event that litigation results from or arises out of this Agreement or the performance hereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees and reasonable out-of-pocket and documented expenses and court costs, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

18. **Insurance.** Subrecipient shall comply with the requirements of the attached insurance requirements, which are attached hereto and are included herein as

Exhibit D.

19. **Severability.** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
20. **Entire Agreement.** This Agreement, including all documents incorporated by reference, represents the entire Agreement of the Parties pertaining to the subject matter herein, and shall supersede all prior oral and/or written agreements, communications, negotiations, and discussions between the Parties.
21. **Subawards.** If lower-tier subawards are allowed under this Agreement, Subrecipient shall include applicable provisions of this Agreement, and applicable federal, state and local laws and regulations, which pertain to this Agreement and all documents incorporated by reference. Inter-company orders under this Agreement with other subsidiaries of Subrecipient are not considered subawards hereunder.
22. **Third Party Beneficiaries/Parties in Interest.** This Agreement and all conditions and provisions hereof are for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns and are not intended for the benefit of any other person.
23. **Publicity.** SMUD and/or CALSTART may include information about the SOLAR CHARGING STATIONS, including the Subrecipient's name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, and other public disclosures. Subrecipient agrees to acknowledge SMUD's and/or CALSTART's support for the Project. Subrecipient must obtain CALSTART's prior written approval before: (a) issuing a press release or other public announcement regarding this Project; and (b) any other public use of SMUD's and/or CALSTART's name, logo, or logo art provided by SMUD and/or CALSTART. Subrecipient and its lower-tier subrecipients, volunteers, agents, or affiliates may not state or imply to third parties that SMUD and/or CALSTART directly funds or otherwise endorses their activities.

24. Confidentiality of Information. To the extent that the Services under this Agreement require that either the Subrecipient or CALSTART be given access to confidential or proprietary business and/or technical data, processes, devices, machines or compositions of matter belonging to either CALSTART or Subrecipient or its customers or sponsors, whether or not obtained, acquired or developed by the Subrecipient, or financial information belonging to the Subrecipient or CALSTART, or other companies (“Confidential Information”), the Subrecipient or CALSTART shall after receipt thereof, treat such appropriately designated information as confidential, or that given the circumstances of its disclosure should be reasonably considered confidential, and agree not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by either the Subrecipient or CALSTART in writing. The foregoing obligations, however, shall not apply to Confidential Information:

- which at the time of receipt by the receiving party, is in public domain;
- which is published after receipt thereof by the receiving party or otherwise becomes part of the public domain through no fault of the receiving party;
- which the receiving party can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the disclosing party;
- which the receiving party can demonstrate was received by it from a third party that did not require the receiving party to hold it in confidence; and
- which was independently developed by the receiving party without reference to the Confidential Information of the disclosing party.

The Subrecipient and CALSTART represent that each Party, respectively, has written agreements from each employee permitted access to the confidential information of the other Party, whereby the employee agrees that the employee will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within such employee’s organization directly concerned with the performance of the Agreement.

The Subrecipient agrees, if requested by CALSTART, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Subrecipient and to supply a copy of

such agreement to CALSTART. From time to time, upon request of CALSTART, the Subrecipient shall supply CALSTART with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subrecipient received such information.

The Subrecipient agrees to implement, and to require its subrecipients, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that CALSTART, the Funder, or pass-through entity designates as sensitive.

This clause shall flow down to all second-tier subawards under this Agreement, if second-tier subawards are allowed under this Agreement.

25. **Examination of Accounts, Records, and Inspection.** Subrecipient agrees to reasonably participate in any audit conducted by SMUD and/or CALSTART or its delegated audit agencies/contractors. Subrecipient shall not withhold any information requested or restrict the performance or timing of the audit process.

CALSTART or its designee reserves the right to audit, at any time during the duration of this Agreement, the Subrecipient's costs of performing the Agreement and to disallow payment of any reimbursable costs or expenses that are unsubstantiated or unverified. The Subrecipient shall reasonably cooperate with CALSTART or its designee, including, but not limited to, promptly providing project accounts, information, and documents requested, such as documents and other information pertaining to reimbursable costs, and any matching costs and expenses.

CALSTART or its duly authorized representative shall, until three (3) years after final payment under this Agreement, have access to and the right to examine the Subrecipient's directly pertinent books of account, documents, papers, or other records involving transactions directly related to this Agreement, including allocated costs.

26. **Equal Employment Opportunity.** In connection with the execution of this Agreement, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation or national origin. Such Subrecipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated equally

during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, age or other protected class. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

27. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Party, which may be granted or denied at the sole discretion of CALSTART. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. **Warranty of Originality.** The Subrecipient warrants and represents that, to the best of its knowledge, the final work products delivered hereunder are original and has not been previously published, or that consent to use has been obtained consistent with the rights granted to CALSTART herein; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained consistent with the rights granted to CALSTART herein; that the Subrecipient has full authority to make this Agreement; and that the final work products prepared by the Subrecipient do not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that CALSTART or others may make of the Subrecipient's work products that may infringe on the rights of others.

29. **Agreement Administration.** Notwithstanding any other provisions of this Agreement or any document referenced herein, CALSTART's Chief Executive Officer/President, Chief Legal Counsel, or Chief Financial Officer are the only individuals authorized to make changes to or redirect the Services. Where CALSTART's approval is required under the terms of this Agreement, it shall be construed to mean the approval of the Chief Executive Officer/President, the Chief Legal Counsel, or Chief Financial Officer. In the event the Subrecipient effects any change at the direction of any other person besides the CALSTART individuals (or their successors or designees) specified in this Article 30, the change will be considered as having been made without authority and no adjustment will be made in the Agreement cost or schedule as a result

thereof. No agreement or understanding will be binding on either Party unless made in writing and signed by an authorized representative of both Parties.

30. **Protection Of Subrecipient Real Property And Equipment.** If applicable, the Subrecipient agrees to maintain Project real property, equipment, and supplies in good operating order as received or when purchased or produced, with normal wear and tear expected. The Subrecipient shall not encumber in any way the equipment, supplies or material paid for and invoiced to CALSTART.

31. **Rights In Contract Data.** All data collected and/or produced under this Agreement shall be the confidential and proprietary information and property of CALSTART.

The Subrecipient shall not use Project data for any purpose other than to perform its obligations under this Agreement. Subrecipient shall have the obligation to handle proprietary data in accordance with the provisions of this clause.

32. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. Facsimile and electronic signatures shall be deemed sufficient and legally binding as if an original signature was applied to this Agreement.

33. **Force Majeure.** SMUD, CALSTART, or Subrecipient shall be excused from performance under this Agreement, to the extent, but only to the extent, that performance hereunder is prevented by an act or event of Force Majeure. Force Majeure means an event or circumstance that prevents or delays the ability of one party from performing its obligations and which is not within the reasonable control of, or the result of negligence, of the party claiming Force Majeure.

In the event of any delay or nonperformance resulting from an event/circumstance of Force Majeure, the party invoking Force Majeure shall, as soon as practicable under the circumstances, notify the other party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance. The party invoking Force Majeure

shall exercise due diligence to overcome or mitigate the effects of such an act or event of Force Majeure, and the performance excuse shall only last as long as the period of the Force Majeure event.

34. **Nondiscrimination.** The Subrecipient agrees to comply with all applicable federal and state laws prohibiting unlawful discrimination against any employee, applicant for employment, consumer or subrecipient on the basis of race, color, creed, national origin, sex, age or sexual orientation or any other protected classes.

35. **Property Rights.** Omitted

36. **Assignment of Rights:** As it directly relates to the Services provided under this Agreement, Subrecipient hereby irrevocably assigns, conveys and otherwise transfers to CALSTART, and its respective successors and assigns, all rights, title and interests in and to the Content Data and all copyrights, trade secrets, patents, trademarks, service marks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Subrecipient has any rights in and to the Content Data that cannot be assigned to CALSTART, Subrecipient hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against CALSTART, its distributors and customers, whether now known or hereafter to become known and agrees to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event Subrecipient has any rights in and to the Content Data that cannot be assigned to CALSTART and cannot be waived, Subrecipient hereby grants to CALSTART, and its respective successors and assigns, an exclusive, worldwide, royalty free, perpetual license to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sub licensees and assign such rights in and to the Content Data including, without limitation, the right to use in any way whatsoever the Content Data. Subrecipient retains no rights to use in any way whatsoever the Content Data. Subrecipient retains no rights to use the Content Data and agrees not to challenge the validity of the copyright ownership by CALSTART in the Data Content. In the event that any development work under this Agreement is to be performed by a third party, Subrecipient agrees to include the provisions

contained in this subsection in any such subaward.

37. **Time Is Of The Essence.** It is understood that for Subrecipient's performance under this Agreement, time is of the essence. The Parties reasonably anticipate that Subrecipient will, to the reasonable satisfaction of CALSTART, complete all activities outlined in Exhibit A to this Agreement, with schedule and deadline flexibility as allowed and pre-approved by CALSTART, and the Funder, provided that the Subrecipient does not cause unreasonable delay in such performance.
38. **General Warranty.** Each Party warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
39. **Anti-Corruption and Anti-Bribery.** Subrecipient will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to SMUD, CALSTART, or the Project, including by assisting any party to secure an improper advantage.
40. **License.** Subrecipient hereby grants SMUD and CALSTART, a non-exclusive, non-transferable license to use the Licensed Material. "Licensed Materials" shall mean Subrecipient's logo, trademarks, service marks and other intellectual property that may reasonably be necessary to promote the Program. "Use" means the (i) manipulation of the Licensed Materials on any media, (ii) incorporation of the Licensed Materials by SMUD and CALSTART in any SMUD and CALSTART-created derivative work ("Works"), and (iii) displaying of the Licensed Materials or copies thereof by SMUD and CALSTART. Subrecipient retains any existing rights, title, ownership, and interest in and to the Licensed Materials. SMUD and CALSTART is entitled to create Works; however, use of any Works by any party other than SMUD and/or CALSTART shall require a separate license of the Licensed Materials from Subrecipient. The permission to create Works under this Agreement shall not permit the use, license or sublicense by SMUD and CALSTART of the Licensed Materials, wherein including the Works or otherwise, without Subrecipient's prior written consent. The use by SMUD and CALSTART of the Licensed Materials is authorized only for the purposes herein set forth and upon termination of this Agreement for any reason, such authorization will cease.
41. **Reliance.** Subrecipient acknowledges that SMUD and CALSTART are relying on the information Subrecipient provides in reports and during the course of any due diligence conducted prior to the Effective Date and

during the term of this Agreement. Subrecipient represents that SMUD and CALSTART may continue to rely on this information and on any additional information Subrecipient provides regarding activities and progress.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date first written below, but to take effect retroactively to March 1, 2026.

CALSTART, Inc. By: Signed by: Marc Gottschalk 5E087750F4F949E... (Signature) Name: Marc Gottschalk (Print Name) Title: Chief Legal Counsel (Print Title) Date: 4/16/2026	Sacramento City Unified School District By: _____ (Signature) Name: _____ (Print Name) Title: _____ (Print Title) Date: _____
---	---

Exhibit A

Scope of Work, Timeline, and Budget

1. Purpose.

SCUSD will be purchasing and installing a solar bike charger on the Hiram Johnson High School campus using the SMUD Shine Award. The new charging infrastructure will provide easier access to charging for non-gas-powered transportation for students and staff.

2. Activities.

SCUSD will procure the EnerFusion solar bike charging station.

3. Budget.

The maximum amount payable under this Materials Agreement is **thirty-seven thousand, five hundred and 0/100 dollars (\$37,500.00)**, including all applicable taxes and acquisition fees, excluding labor fees.

Items	Amount	Projected Cost	Description
Ener-fusion ARA-EB2B	1	\$33,539.00	1 solar-powered charging station, providing 6 e-bike stations, 8 e-scooter stations
Taxes	1	\$2,934.66	California and Sacramento Tax Rate of 8.75%
Other Acquisition Fees	1	\$1,026.34	Acquisition fees (include applicable budget adjustments to align with award cap)
Total		\$37,500.00	

Subrecipient shall submit invoices in accordance with the following schedule:

- Up to 50% upon execution of this Agreement with supporting documentation.
- Up to 50% November 30, 2026, with supporting documentation.

4. Timeline.

The period of performance shall be from **March 1, 2026**, to **December 31, 2026**.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
AGREEMENT NUMBER 4500156026**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. GENERAL PROVISIONS

A. Anti-Corruption and Anti-Bribery. **Recipient** will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to **SMUD** or the **Project**, including by assisting any party to secure an improper advantage.

B. Amendment. No amendment, modification or supplement to this **Agreement** shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification.

C. Assignment; Successor and Assigns. **Recipient** shall not assign any rights or any obligations under this **Agreement** without **SMUD**'s prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this **Agreement** will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

D. Captions. None of the captions of the sections of this **Agreement** shall be construed as a limitation upon the language of the sections, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such sections.

E. Choice of Law. This **Agreement** shall be governed, construed and interpreted solely by and under the laws of the State of California without regard to conflict of law provisions.

F. Entire Agreement/Integration. This **Agreement** and all Exhibits hereto, as well as other documents referred to in this **Agreement**, constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This **Agreement** supersedes all previous agreements between or among the parties. There are no agreements, representations or warranties between or among the parties other than those set forth in this **Agreement** or the documents and agreements referred to in this **Agreement**.

G. Further Assurances. The parties to this **Agreement** agree to execute and deliver all such other instruments and take all such other actions that may be reasonably necessary from time to time to effectuate the transactions contemplated by this **Agreement** and carry out the purposes of the agreements contained herein.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
AGREEMENT NUMBER 4500156026**

H. Notices and Approval. Written notices, requests, and approvals under this **Agreement** must be delivered by mail or email to the party's primary contact specified below, or to such other address as such party may have given to the other party by notice pursuant to this subsection.

If to **SMUD**: Sacramento Municipal Utility District
P.O. Box 15830, MS: B-206
Sacramento, CA 95852-1830
Phone: (916) 732-4871
Attention: Kevin Burdick
Shine Program
Email: Kevin.Burdick@smud.org

If to **Recipient**: **CALSTART, INC.**
48 S Chester Avenue
Pasadena, CA 91106
Phone: (650) 714-8532
Attention: Marc Gottschalk
Email: MGottschalk@calstart.org

No change of address shall be binding upon the other party hereto until such party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

I. Publicity. **SMUD** may include information about the **SOLAR CHARGING STATIONS**, including **Recipient's** name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, and other public disclosures. **Recipient** agrees to acknowledge **SMUD's** support for the **Project**. **Recipient** further agrees that the specific details of **Recipient's** acknowledgment of **SMUD's** support for the **Project** shall be described in Exhibit C – Awareness, Visibility, and Outreach. **Recipient** must obtain **SMUD's** prior written approval before: (a) issuing a press release or other public announcement regarding this **Project**; and (b) any other public use of **SMUD's** name, logo, or logo art provided by **SMUD's** Marketing department. **Recipient** and **Recipient's**, subcontractors, volunteers, agents, or affiliates may not state or imply to third parties that **SMUD** directly funds or otherwise endorses their activities.

J. License. **Recipient** hereby grants **SMUD**, a non-exclusive, non-transferable license to use the Licensed Material. "Licensed Materials" shall mean **Recipient's** logo, trademarks, service marks and other intellectual property that may reasonably be necessary to promote the **Program**. "Use" means the (i) manipulation of the Licensed Materials on any media, (ii) incorporation of the Licensed Materials by **SMUD** in any **SMUD** created derivative work ("Works"), and (iii) displaying of the Licensed Materials or copies thereof by **SMUD**. **Recipient** retains any existing rights, title, ownership, and interest in and to the Licensed Materials. **SMUD** is entitled to create Works; however, use of any Works by any party other than **SMUD** shall require a separate license of the Licensed Materials from **Recipient**. The permission to create Works under this **Agreement** shall not permit the use, license or sublicense by **SMUD** of the Licensed Materials, wherein including the Works or otherwise, without **Recipient's** prior written consent. The use by **SMUD**

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
AGREEMENT NUMBER 4500156026**

of the Licensed Materials is authorized only for the purposes herein set forth and upon termination of this **Agreement** for any reason, such authorization will cease.

K. Reliance. **Recipient** acknowledges that **SMUD** is relying on the information **Recipient** provides in reports and during the course of any due diligence conducted prior to the **Effective Date** and during the term of this **Agreement**. **Recipient** represents that **SMUD** may continue to rely on this information and on any additional information **Recipient** provides regarding activities and progress.

L. Severability. If any term, provision, covenant or condition of this **Agreement** is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this **Agreement** shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the provision, covenant or condition determined to be invalid, void or unenforceable does not materially alter the essential terms of this **Agreement**.

M. Survival. A party's obligations under this **Agreement** will be continuous and survive expiration or termination of this **Agreement** as expressly provided in this **Agreement** or otherwise required by law or intended by their nature.

N. Force Majeure. **SMUD** or **Recipient** shall be excused from performance under this **Agreement**, to the extent, but only to the extent, that performance hereunder is prevented by an act or event of Force Majeure. Force Majeure means an event or circumstance that prevents or delays the ability of one party from performing its obligations and which is not within the reasonable control of, or the result of negligence, of the party claiming Force Majeure.

In the event of any delay or nonperformance resulting from an event/circumstance of Force Majeure, the party invoking Force Majeure shall, as soon as practicable under the circumstances, notify the other party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance. The party invoking Force Majeure shall exercise due diligence to overcome or mitigate the effects of such an act or event of Force Majeure, and the performance excuse shall only last as long as the period of the Force Majeure event.

O. Third Party Beneficiaries/Parties in Interest. This **Agreement** and all conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and are not intended for the benefit of any other person.

P. Waiver. No waiver of any of the provisions of this **Agreement** shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Counterpart, Facsimile Signatures. This **Agreement** may be executed in multiple counterparts and by facsimile or electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
AGREEMENT NUMBER 4500156026**

R. Warranty of Authority. Each person signing this **Agreement** represents and warrants that he or she has been duly authorized to enter into this **Agreement** by the entity on whose behalf it is indicated the person is signing.

Exhibit C

Billing template - Omitted

Exhibit D**Insurance Requirements**

Subrecipient shall provide and maintain insurance coverage during the term of this Agreement in accordance with requirements established herein. Evidence of Coverage, including all required endorsements, is required prior to commencing work.

TYPE OF COVERAGE		Coverage to Include	Required Endorsements/Policy Excerpts	LIMITS NO LESS THAN	
☒	Commercial General Liability (CGL)			Occurrence	Aggregate
	ISO form CG 0001 04 13, or other acceptable to SMUD - Additional insured endorsements or policy excerpt for on-going and products/completed ops - Coverage limits endorsed /dedicated on a per contract or per project basis	Bodily Injury, Personal Injury, Property Damage, (BI, PI, PD), Sexual Harassment, Discrimination , Contractual Liability	- Additional Insured for ongoing and, if appropriate, completed ops - Waiver of Subrogation - Primary Non-contributory	\$1M	\$1M
☒	Business Automobile Liability (BAL)			Individual	Accident
	Covering claims arising from ownership, operation, loading, unloading owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles. Additional insured end't or policy excerpt	BI, PD	- Additional Insured - Primary Non-contributory - Waiver of Subrogation	\$1M	\$1M
☐	Directors & Officers Liability				
	Claims arising from mismanagement, misrepresentation, or wrongful acts.	Financial loss	N/a	\$1M	\$1M
A combination of primary and excess insurance policies may be used to meet required limits so long as coverage is as broad (“follow form”) as the underlying primary policies. Excess/umbrella schedules of underlying policies & retentions shall be provided.					
☒	Workers Compensation (WC) (applicable for California) Including US Longshore & Harbor Workers coverage where applicable		Waiver of Subrogation	CA Statutory Limits (CA applicable if out of state)	
	☒ Employer’s Liability (EL) Covering Bodily Injury by Accident or Disease			Per Employee	Aggregate
				\$ 1 M	\$ 1 M

Before commencing work under this Agreement, Subrecipient's broker or agent shall provide copies of primary additional insured and waiver of subrogation endorsements and certificates of insurance verifying that at least the minimum insurance coverages required above are in effect.

Exhibit D

**EVIDENCE OF
COVERAGE**

Primary Coverage: Insurance required above, with the exception of WC, D&O, & EL, shall be primary as respects SMUD and CALSTART, its directors, officers, representatives, agents, employees, lessors and/or any other persons or entities for which SMUD and CALSTART has agreed in writing that its subrecipients shall include as an additional insureds (hereinafter collectively referred to as "The Parties") and any other insurance effected or procured by any or all of The Parties shall be excess of and shall not contribute with the required insurance.

Coverage Requirements, Insurance Certificates, and Endorsements:

- These policies, with the exception of WC, D&O, & EL coverages, shall name The Parties as additional insureds as respects work performed pursuant to or incidental to this Agreement (including coverage for ongoing and products/completed operations hazards).
- Additional insured endorsements providing products/completed operations coverage shall continue to provide coverage through the expiration of time within which a claim may be filed under all applicable laws.
- ISO forms CG 2010 or CG 20 33 (ongoing operations) and CG 2037 (products/completed operations), or other forms acceptable to SMUD and CALSTART, shall be used.
- CGL severability of interests (cross liability), and CGL, BAL, CPL and WC waiver of subrogation clauses shall be included.
- Pursuant to the terms of this Agreement, insurance effected or procured by Subrecipient shall not reduce or limit Subrecipient's obligation to indemnify and defend The Parties for claims made or suits brought which result from, or in connection with, the performance of this Agreement.
- The coverages required herein, when written on an occurrence form, shall be maintained during the entire term of the Agreement.
- Coverages written on a claims-made form shall be maintained during the entire term of the Agreement and further until at least three years following completion and acceptance of all work under this Agreement.
- Certificates must disclose any self-insured retention of \$250,000 or more.
- Certificates must specify whether the liability coverages are written on an occurrence form or a claims-made form.

Insurer Security: Insurers shall be rated A- / IX or better by A.M. Best, or shall be otherwise acceptable to SMUD and CALSTART. Insurers need not be admitted by the State of California.

Exhibit D

Notice of Policy Change/Cancellation:

- Subrecipient is required to provide and maintain insurance coverage during the term of this Agreement in accordance with requirements established herein. In the event a change or cancellation will result in Subrecipient becoming non-compliant with the insurance coverage required herein, Subrecipient shall provide forty (40) days advance written notice to CALSTART of any such change or cancellation. Subrecipient's failure maintain the required coverage and/or to provide such advance written notice shall be construed to be a material breach of this Agreement.
- In the event of a loss or claim potentially arising out of Subrecipient's scope of services, Subrecipient shall promptly provide complete copies of its insurance policies upon written request by CALSTART.

DONATION AGREEMENT FOR GARDEN RENOVATION PROJECT

This Agreement ("Agreement") is made and entered into on March 13, 2026 by and between the Sacramento Kings Limited Partnership, a California limited partnership ("Sacramento Kings"), and Sacramento City Unified School District, Suyu Elementary School ("Recipient") (together, they are referred to as "Parties" and individually, as a "Party").

RECITALS

WHEREAS, the Recipient plans to renovate a school garden at Suyu Elementary School, located at 6032 36th Avenue, Sacramento, CA 95824 ("Project");

WHEREAS, the Sacramento Kings have agreed to contribute a one time donation towards the Project;

WHEREAS, the Recipient will use such donation to help execute the Project; and

WHEREAS, the Parties desire to enter into this Agreement in order to memorialize each Party's obligations relating to the donation.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Terms**: The parties have mutually agreed upon the following terms and conditions relative to the Project:

- a. The Sacramento Kings will make a one-time donation not to exceed twenty thousand dollars (\$20,000) for the installation and maintenance of Project (the "Donation"). In addition, the Sacramento Kings will provide the following ("Contributions"):
 - i. Sacramento Kings will participate in one (1) site visit to the Project.
 - ii. Sacramento Kings will host one (1) ribbon-cutting event on a mutually agreed upon date.
- b. The items outlined above in Section 1(a) shall be the extent of the Sacramento Kings' involvement in the Project. Any further work, maintenance, repairs, or improvements shall be the responsibility of the Recipient.
- c. As consideration for the Sacramento Kings' Contributions, the Sacramento Kings' sponsor ("Sponsor"), branding may also be included on the signage and other promotional materials relating to the Project. Such inclusion shall be subject to the final written approval of Sacramento Kings and Sponsor.
- d. Any signage provided by the Sacramento Kings should remain where placed in the Project unless and until the Sacramento Kings request the signage be taken down, removed, replaced, and/or destroyed.

2. **Term**: This Agreement is in effect upon signature of both Parties and shall end upon the Sacramento Kings' completion of the Contributions and the Recipient's receipt of the Donation.

3. **Intellectual Property:**

- a. The Recipient acknowledges this Agreement licenses the use of certain Sacramento Kings and affiliates' intellectual property as provided by Sacramento Kings solely for the Project. Except as specifically provided herein, Recipient may not use the Sacramento Kings' name, logos, tradenames, trademarks, copyrights, or other intellectual property ("Kings Intellectual Property") without Kings' prior written consent in each instance. If any such consent is revoked, Recipient shall immediately stop using, remove, or delete such Kings Intellectual Property.
- b. Sacramento Kings retain the right to update and refresh any physical signage displaying Kings Intellectual Property and any other branding relating to the Project.

4. **Indemnification:** Recipient indemnifies and shall defend, indemnify, and hold harmless Sacramento Kings Limited Partnership and Sponsor, its affiliates and their respective shareholders, directors, officers, members, partners, employees and agents from any and all claims, demands, liability, loss, judgments, damage, fines, penalties, attorney's fees and litigation expenses (including litigation costs and expenses as may be incurred by any indemnitee in establishing and enforcing its right to indemnification hereunder) arising out of or in connection with development and/or use of the Project and the services contemplated under this Agreement by Recipient, its officers, directors, members, employees, contractors, subcontractors, sub-service providers, agents or anyone working under Recipient.

5. **Governing Law and Disputes:** This Agreement is subject to all applicable federal, state and municipal laws, regulations and ordinances now and hereafter in effect. This Agreement shall be construed in accordance with the laws of the State of California (without regard to principles of conflicts of laws). All disputes arising out of or relating to this Agreement, including failure to pay, shall be filed in the state and federal courts located in Sacramento County, California.

6. **Insurance:** Recipient shall obtain and maintain throughout the Term Commercial General Liability insurance with a per occurrence limit of not less than Two Million Dollars (\$2,000,000), providing coverage for a bodily injury and property damage and personal and advertising injury, including contractual liability and products/completed operations liability coverage. Recipient shall cause Sacramento Kings to be included as additional insureds on such insurance. Such insurance policy shall also provide that Sacramento Kings receive written notice within thirty (30) days prior to the effective date of the cancellation, non-renewal or any material change in coverage. Recipient shall furnish Sacramento Kings with certificates of insurance evidencing compliance with the above requirements.

7. **Relationship of the Parties:** Nothing contained herein shall imply any partnership, joint venture or agency relationship between any of the parties and no party shall have the power to obligate or bind the other parties in any manner whatsoever, except to the extent expressly provided herein.

8. **Confidentiality:** The terms and conditions of this Agreement and all discussions and negotiations regarding the parties' development and execution of the Project shall be treated, maintained and held by each party hereto as confidential information and, except as required by law or the NBA, shall not be disclosed to any third party other than such party's advisors, agents, and the NBA.

9. **Entire Agreement:** This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties, and supersedes any prior negotiation or agreement made between the contracting parties, regarding the subject matter hereof. Any oral agreement or understanding made, which has not been reduced to writing and made a part of this Agreement, shall be

of no force and effect. The Agreement may only be amended by a written instrument executed by Sacramento Kings and Recipient.

10. **Severability**: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

11. **Conflict**: To the extent that a provision in this Agreement is in conflict with or is inconsistent with any provision in any exhibit hereto, the provision in this Agreement shall supersede any such provision therein.

12. **Integration**: This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated document.

13. **Headings**: The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions thereof.

14. **Counterparts**: This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

15. **Survival**: Sections 2-6, 8-12, 14-15 shall survive the termination or expiration of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SUY:U ELEMENTARY SCHOOL

SACRAMENTO KINGS LIMITED PARTNERSHIP

By:_____

By:_____

Printed Name: Mary Hardin Young
Deputy Superintendent

Printed Name:

Date:_____

Date:_____

No Fee – for the benefit of
Sacramento City Unified School District
Per Government Code 6103

ORIGINAL
Accepted for Recording
COPY - NOT CERTIFIED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

APR 15 2026

SACRAMENTO CITY USD
Contracts Office
5735 47th Avenue
Sacramento, CA 95824

Sacramento County
Clerk/Recorder

202604150025

NOTICE OF COMPLETION

Notice is hereby given that the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT of the City of Sacramento, County of Sacramento, a political subdivision of the State of California, owner of the property hereinafter described, whose address is 5735 47th Avenue, Sacramento, California, caused the work of Oak Ridge Elementary School New Construction (H) (2023), DSA Application No. 02-120987, upon the property hereinafter described, the contract for which was heretofore made with John F. Otto dba Otto Construction as contractor. The nature of the owner's interest in said property is a fee simple.

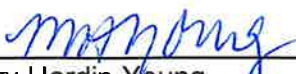
The work of Oak Ridge Elementary School New Construction (H) (2023) was actually completed on 04/03/2026.

The real property upon which the work of improvement occurred is located in the County of Sacramento at the following address:

4501 Martin Luther King Jr Blvd
Sacramento, CA 95820

**STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

Mary Hardin Young, being first duly sworn, deposes and says: I am the Deputy Superintendent of the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, which is the Owner of the Property described in the foregoing Notice. Furthermore, I declare under penalty of perjury under the laws of the State of California that I have read the foregoing notice and know the contents thereof, and that the facts stated therein are true.



Mary Hardin Young
Deputy Superintendent



Date