



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: January 21, 2016

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College and Career Ready Students; Family and Community Engagement; Safe, Clean and Healthy Schools

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist Approved by: José L. Banda, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
A15-00074.1 Sacramento Employment & Training Agency (SETA)	2/1/16 – 7/31/16: Six month extension of Early Head Start Expansion Partnership Grant that provides funding to serve an additional 40 infants and toddlers at three sites: American Legion High School, Hiram Johnson High School, and Elder Creek Elementary School. Early Head Start serves children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	\$371,141 Early Head Start Program Original Grant = \$717,500

SPECIAL EDUCATION

A16-00056 California Department of Education	7/1/15 – 9/30/17: Grant for Special Education Preschool Program Staff Development. Funding for training days and associated costs, including registration, substitute staff, materials, and presenter fees.	\$2,506 No Match
A16-00057 California Department of Education	7/1/15 – 9/30/17: Alternative Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.	\$21,097 No Match
A16-00058 California Department of Education	7/1/15 – 6/30/16: WorkAbility 1 Program Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. The WorkAbility 1 Program provides students with opportunities for job shadowing, paid and non-paid work experience, ongoing support and guidance from vocational personnel.	\$378,547 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>STUDENT SUPPORT AND HEALTH SERVICES</u>		
SA16-00434 Maxim Staffing Solutions	8/1/15 – 6/30/16: Provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.	\$100,000 General Funds

STUDENT SUPPORT AND HEALTH SERVICES

SA16-00478 Action Support Care Services	8/1/15 – 6/30/16: Provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.	\$100,000 General Funds
---	---	----------------------------

TECHNOLOGY SERVICES

R16-03318 RAL Communications Corporation	Equipment needed to support upgraded Internet connectivity services to all sites via BestNET, a free, high-speed network that connects Sacramento Educational Cable Consortium (SECC) member educational institutions. The transition to BestNET will increase connectivity speeds while significantly reducing ongoing costs, and is scheduled to be completed by December 2016.	\$138,113 Educational Technology K-12 Voucher Program Funds
--	---	---

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
McCarthy Building Companies	Window Replacement at Parkway Elementary School, DSA #02-114210	October 15, 2015
Landmark Construction	Restroom Upgrades at Abraham Lincoln and Caleb Greenwood Elementary Schools, DSA #02-114152 and #02-114149	October 2, 2015
Landmark Construction	HVAC and Roof Replacement at Abraham Lincoln Elementary School, DSA #02-114181	October 15, 2015
Roebbelen Contracting	Daylighting at Crocker Riverside Elementary School	October 15, 2015
Roebbelen Contracting	Roof Replacement at Crocker Riverside Elementary School	October 15, 2015



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 19 day of August, 2015, by and between **Sacramento City Unified School District** located at 5735 47th Avenue Box 764 Sacramento, CA 95824, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Avenue Suite 230 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School System located in California and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1, 2015 to June 30, 2016.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY and upon FACILITY's approval, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.

- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.
- 8) Completed skills training with MAXIM Clinician

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.
- Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time. MAXIM will use its best efforts to notify FACILITY of any unscheduled absences no less than two (2) hours prior to the start of shift. Two (2) weeks notice will be required for any time off requests.
- Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).
- Section 3.7 Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 3.8 Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such

dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every month for Personnel provided to FACILITY during the preceding month. Invoices shall be submitted to the following email address:

Rebecca-wall@scusd.edu

Invoices shall include students served, school site, name of nurse, service dates, hours of services rendered, charges applicable.

Section 5.2 Payment. All amounts due to MAXIM are due and payable within sixty (60) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 **Rate Change.** MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District 5735 47 th Avenue Box 764 Sacramento, CA 95824	Maxim Healthcare Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department
---	--

COPY TO:

Maxim Staffing Solutions
1050 Fulton Avenue Suite 230
Sacramento, CA 95825
ATTN: **Jordan Buhagiar**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either

during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

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

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Charges will be based on the following hourly rate schedule effective September 22nd, 2014:

Service	Weekday Rate	Weekend Rate
LVN/RN	\$40hr	\$40hr
Credentialed School Nurse (RN)	\$60hr	\$60hr
School Field Trip*	\$2,000 a week	\$2,000 a week
Para Professional*	\$30hr	\$30hr
Medical Assistant*	\$30hr	\$30hr

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Minimum. Four (4) hour minimum will apply to all scheduled shifts. If the work requires less than four (4) hours, MAXIM personnel will be offered other tasks to fill the time. If MAXIM Personnel elect to decline such tasks, and leave early/arrive late, FACILITY will only be billed for actual hours worked.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

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

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:

MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT B
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



Agency LVN Job Description

Basic function:

Provides health services to students with specialized physical health care needs under guidelines provided by student's medical provider or school nurse. The LVN is also available to assist the teacher or office staff in instructional tasks, routine record keeping, student supervision and basic first aid and life saving techniques.

Duties:

- Assess, deliver and monitor daily student health care of assigned student under supervision of credentialed school nurse at that site. This may include but not limited to: diabetes care, seizure care, specialized health procedures, anaphylaxis, and assistance with personal care. Assists in monitoring and attaining of individual student health goals. Implements student health care/emergency plans as directed by the RN.

NOTE: Caring for the assigned student precedes all other duties at the school.

When LVN is not attending to assigned student the LVN may perform the following duties:

- Provides basic first aid to sick or injured students which come to health office.
- If a student is acutely injured or ill, has head injury, or is emotionally unstable the LVN will continue to deliver first aid and emotional support and urgently inform office manager or designee of the situation; parent is called or 911 if necessary under basic protocols.
- Assist in office or classroom at the school site with instructional, office duties, filing, and record keeping.
- ***Participates in ongoing communication with the RN regarding student's health issues, changes & concerns.

SA16-00478

Agreement for Professional Expert/Consultant Services

This agreement made and entered into this August 19, 2015, by and between the Sacramento City Unified School District, Health Services, hereinafter referred to as "SCUSD", and Action Supportive Care Services, hereinafter referred to as "Consultant".

This agreement shall commence on September 3, 2015 and shall continue until and including June 30, 2016.

WHEREAS, SCUSD is desirous of having certain special services performed: and

WHEREAS, Consultant, is willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein

Contained, IT IS AGREED by and between the parties hereto as follows:

1.0 Scope of Work

The parties agree that consultant is to provide nursing services, under the terms and conditions of this agreement and in accordance with any applicable requirements of federal or state education regulations, local laws, rules and/or regulations, third party reimbursement sources (public or private) or other reimbursement sources covering Consultant's services. The nursing, instructional aide services are to be provided in the students' school of attendance, or in certain circumstances, at agreed field trip locations. Consultant agrees that all services will be rendered with regard to conditions of participation and reimbursement coverage required by governmental and third party reimbursement sources.

In the event that a Special Education Student(s) does not attend school, whether due to illness or any other reason, the scheduled, skilled nurse, that has previously been assigned to also care for a General Education student, would continue to provide care for the duration of time needed, no less than 4 hours, by that General Education Student(s) Skilled Nurse. Should a General Education Student not need the entire 4 hours, the Skilled Nurse would assist with any other Skilled Nursing needs on any campus. Consultant will notify Health Services via email to Rebecca-Wall@SCUSD.edu and this care would be billed to the SCUSD, Health Services.

In the event that Consultant is unable to provide service, whether due to illness or any other reason, Consultant will notify the lead nurse, Suzanne Auchterlonie, and school nurse for the school as soon as possible. Action Supportive Care Services will make every effort to offer a replacement.

Such services shall, at times, include travel and may be performed at other locations, specifically authorized by SCUSD.

2.0 Independent Contractor

This agreement does not constitute a hiring of consultant by SCUSD. It is the parties' intention that so far as shall be in conformity with the law the consultant shall be an independent contractor and not an SCUSD employee. In conformity therewith the Consultant shall retain sole and absolute discretion and judgment in the manner and means of providing consulting services to the SCUSD. This agreement shall not be construed as a partnership and SCUSD shall not be liable for any obligation incurred by the Consultant. However, Consultant shall comply with all policies, rules and regulations of the SCUSD in connection with the provision of the Consultant's services. All services rendered by the Consultant shall be rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty. The Consultant assumes professional and administrative responsibility for the services rendered only to the extent that:

- a. The SCUSD is responsible for assuring itself that the Consultant is qualified by education and/or experience to render the services contract for; and
- b. The Consultant is satisfying all of the obligations herein set forth.

3.0 Amendment of Scope of Work

Said scope of work may be amended with the written approval of both Consultant and SCUSD.

4.0 Payment Schedule

Consultant will be compensated by SCUSD for services rendered on a fee-for-service basis from the first day of a month to the end of the same month (hereinafter referred to as the "billing period") according to invoices submitted to SCUSD via email to Rebecca-Wall@scusd.edu no later than five (5) days following the end of the billing period in which said services were rendered.

- \$50.00/hour will be charged for the following services:
 - Skilled nursing services performed by an RN, including administration of medications
- \$45.00/hour will be charged for the following services:
 - Skilled nursing services performed by an LVN, including administration of medications
- \$25/hour will be charged for the following services:
 - Health/Instruction Aide
- \$52/hour will be charged for the following services:
 - Out of Area/Overnight Field Trips

(Travel time and/or mileage at \$0.45/mile may be charged for field trips greater than or equal to 30 miles from the downtown Sacramento area, if the nurse is required to drive his or her own vehicle)

Invoices will include:

- The Name of the Contractor
- Services Dates, Students Served, School Site, Hours of Services rendered, charges applicable.

Any amendments or changes to the schedule of fees hereinabove stated shall be effective thirty days (30) following the date upon which the parties hereto agree to such amendment or change in writing. Upon parties' mutual acceptance in writing, the amended schedule of fees shall become part of this agreement.

5.0 Records

Consultant shall maintain at all times complete detailed records with regard to work performed under this agreement in a form acceptable to SCUSD, and SCUSD shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms to this agreement, no payments shall be made to Consultant until SCUSD is satisfied that work of such value has been rendered pursuant to this agreement.

6.0 Non-Assignability

This agreement and the rights and duties there under shall not be assigned in whole or in part without the express written consent of SCUSD.

7.0 Compensation Insurance

SCUSD shall not provide worker's compensation insurance coverage for Consultant.

Consultant shall maintain general liability insurance, including automobile coverage with limits of \$1,000,000 per occurrence for bodily injury and property damage. Where requested, the coverage shall be primary as to SCUSD and shall name SCUSD as an additional insured. Copies of all policies or certificates of worker's compensation and liability insurance shall be provided to the SCUSD within ten (10) days of signing this Agreement.

8.0 Background Check/DOJ Clearance

Consultant must submit or have submitted their fingerprint live scan to DOJ for clearance: All of the Consultant's employees or independent contractors who may come in contact with pupils must also have this clearance. All of the Consultant's employees or independent contractors who may come in contact with pupils must also have current TB clearance.

The Consultant shall certify in writing to the SCUSD that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony (Penal Code § 667.5(c), 1192.7 (c). (Attach Certification Letter)

9.0 Cancellation

This agreement may be cancelled by SCUSD or Consultant upon the giving of ten (10) days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, Consultant shall be paid for all work performed to the date of cancellation.

In Addition, SCUSD may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. In the event of a termination for cause, SCUSD may secure the required services from another Consultant. If the cost to SCUSD exceeds the cost of providing the service pursuant to this Agreement, Consultant shall pay the additional cost.

10.0 Hold Harmless and Indemnification

The Consultant agrees to hold harmless and to indemnify the SCUSD for:

Any injury to person or property sustained by the Consultant or by any of the individuals participating in or associated with him/her, however, caused; and

Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default or omission, of the Consultant, or of any person, firm, or corporation directly or indirectly employed by the Consultant upon or in connection with this agreement, or any other persons/parties services arising out of the or in the course of the term of this agreement, and the Consultant at his/her own cost, expense and risk, shall defend any, and all actions, suits or other legal proceedings that may be instituted against the SCUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against the SCUSD in any such action, suit or legal proceedings or result thereof.

11.0 Attorney's Fees

In the event of the commencement of suit to enforce any of the terms or conditions in this agreement, the prevailing party in such litigation shall be entitled to recover such sum as the court may fix as attorney's fees.

12.0 Notice

Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt and addressed to the party as follows:

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

Consultant: Action Supportive Care Services
1190 Suncast Lane, Suite 5
El Dorado Hills, CA 95762

Each party hereto agrees to notify its employees, agents or subsidiaries of any notice given Under this agreement which materially affects the duties of the parties to this agreement. Any changes in the above addresses for notice shall be provided to the other party to this Agreement with five (5) days of such change.

13.0 Severability

In the event that any portion of this agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this agreement shall continue in full force and effect.

14.0 Civil Rights

Consultant agrees to comply with Title VI of Civil Rights Act of 1964 and all requirements imposed pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity from which Federal funds are used in support of the Consultant's activities.

15.0 Miscellaneous

Each party to this agreement acknowledges that no representation, inducement, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

IN WITNESS HEREOF, we the undersigned, duly authorized representatives of the parties to this agreement hereinabove expressed, have entered into this agreement without reservation and have read the terms herein.

Sacramento City Unified School District

Gerardo Castillo Chief Business Officer

Date Signed

Consultant:

Action Supportive Care Services

1190 Suncast Lane, Suite 5

El Dorado Hills, CA 95762

(916) 933-6901

(916) 939-1959

Email: Yolonda.torrence@actionhomenursing.com

Karen Hahn Owner/Administrator

Date Signed

R16-03318

Revised

12-14-15



RAL Communications Corporation
3000F Danville Blvd., Ste 300,
Alamo, CA 94507
toll-free/fax: (888) 959-3282 (888-959-DATA)
www.datainterfacedata.com
EIN: 20-8164200

December 11th, 2015
To: Sacramento City USD
Attn: David Horowitz

Quote #6651rev2 - CWDM SFPs and filters

Part number	Description	Price US\$	Qty	Total US\$
	CWDM passive mux/demuxes			
	8 channels simplex Mux card(1471,1491,1511,1531, 1551, 1571, 1591, 1611)nm			
	Insertion loss < 2.0dB			
	Full native mode performance			
	Passive model requires no power			
	Protocol transparent, no limitation			
	Utilizes industry standard ITU CWDM wavelengths			
SML-40-MD80-47-LCU	Optical Interface Type : LC connectors, small form factor	\$660.25	70	\$46,217.50
	8 channels simplex Mux card(1311,1331,1351,1371, 1391, 1411, 1431, 1451)nm			
	Insertion loss < 2.0dB			
	Full native mode performance, passive model requires no power			
	Protocol transparent, no limitation, utilizes industry standard ITU CWDM wavelengths			
SML-40-MD80-31-LCU	Optical Interface Type : LC connectors, small form factor	\$660.25	11	\$7,262.75
	16 channels simplex Mux card(1311,1331,1351,1371, 1391, 1411, 1431, 1451, 1471, 1491, 1511, 1531, 1551, 1571, 1591, 1611)nm			
	Insertion loss < 3.4dB			
	Full native mode performance, assive model requires no power			
	Protocol transparent, no limitation, utilizes industry standard ITU CWDM wavelengths			
SML-40-MD160-31-LCU	Optical Interface Type : LC connectors, small form factor	\$1,320.50	7	\$9,243.50
SML-40-CH04	4 slot chassis for SML-40 series CWDM cards, 1RU, rack 19" mountable, all passive	\$171.00	50	\$8,550.00
	Gigabit CWDM SFPs			
SFP-7080-C35	SFP transceiver, CWDM 80Km, with DDM functions, 1351nm, dual LC connector	\$118.75	2	\$237.50
SFP-7080-C37	SFP transceiver, CWDM 80Km, with DDM functions, 1371nm, dual LC connector	\$118.75	2	\$237.50
SFP-7080-C39	SFP transceiver, CWDM 80Km, with DDM functions, 1391nm, dual LC connector	\$118.75	3	\$356.25
SFP-7080-C41	SFP transceiver, CWDM 80Km, with DDM functions, 1411nm, dual LC connector	\$118.75	3	\$356.25
SFP-7080-C43	SFP transceiver, CWDM 80Km, with DDM functions, 1431nm, dual LC connector	\$118.75	3	\$356.25
SFP-7080-C45	SFP transceiver, CWDM 80Km, with DDM functions, 1451nm, dual LC connector	\$118.75	3	\$356.25
SFP-7080-C47	SFP transceiver, CWDM 80Km, with DDM functions, 1471nm, dual LC connector	\$104.50	14	\$1,463.00
SFP-7080-C49	SFP transceiver, CWDM 80Km, with DDM functions, 1491nm, dual LC connector	\$104.50	14	\$1,463.00
SFP-7080-C51	SFP transceiver, CWDM 80Km, with DDM functions, 1511nm, dual LC connector	\$104.50	7	\$731.50
SFP-7080-C53	SFP transceiver, CWDM 80Km, with DDM functions, 1531nm, dual LC connector	\$104.50	7	\$731.50
SFP-7080-C55	SFP transceiver, CWDM 80Km, with DDM functions, 1551nm, dual LC connector	\$104.50	4	\$418.00
SFP-7080-C57	SFP transceiver, CWDM 80Km, with DDM functions, 1571nm, dual LC connector	\$104.50	4	\$418.00
SFP-7080-C59	SFP transceiver, CWDM 80Km, with DDM functions, 1591nm, dual LC connector	\$104.50	16	\$1,672.00
SFP-7080-C61	SFP transceiver, CWDM 80Km, with DDM functions, 1611nm, dual LC connector	\$104.50	16	\$1,672.00
	10G CWDM SFPs			
SFP-1080-C51	SFP transceiver, CWDM 80Km, with DDM functions, 1511nm, dual LC connector	\$1,415.50	2	\$2,831.00

SFP-1080-C53	SFP transceiver, CWDM 80Km, with DDM functions, 1531nm, dual LC connector	\$1,415.50	2	\$2,831.00
SFP-1080-C59	SFP transceiver, CWDM 80Km, with DDM functions, 1591nm, dual LC connector	\$1,415.50	10	\$14,155.00
SFP-1080-C61	SFP transceiver, CWDM 80Km, with DDM functions, 1611nm, dual LC connector	\$1,415.50	10	\$14,155.00
BIDirectional SFPs				
SFP-7040-WA	SFP transceiver Gigabit 40Km, with DDM, Tx:1310/Rx:1550nm, single LC connector	\$59.85	10	\$598.50
SFP-7040-WB	SFP transceiver Gigabit 40Km, with DDM, Tx:1550/Rx:1310nm, single LC connector	\$69.35	10	\$693.50
SFP-1040-WA	SFP transceiver 10G 40Km, with DDM, Tx:1271/Rx:1331nm, single LC connector	\$527.25	3	\$1,581.75
SFP-1040-WB	SFP transceiver 10G 40Km, with DDM, Tx:1331/Rx:1271nm, single LC connector	\$527.25	3	\$1,581.75
HP compatible SFPs				
SFP-7040-WA	SFP transceiver Gigabit 40Km, with DDM, Tx:1310/Rx:1550nm, single LC connector	\$59.85	2	\$119.70
SFP-7080-C59	SFP 1G transceiver, CWDM 80Km, with DDM functions, 1591nm, dual LC connector	\$104.50	2	\$209.00
SFP-1080-C51	SFP 10G transceiver, CWDM 80Km, with DDM functions, 1511nm, dual LC connector	\$1,698.60	2	\$3,397.20
SFP-1080-C53	SFP 10G transceiver, CWDM 80Km, with DDM functions, 1531nm, dual LC connector	\$1,698.60	2	\$3,397.20
			Total US\$	\$127,293.35

Remark:

1. Net30 terms, free UPS Ground shipping.
2. Items can be delivered from stock or in 30 days from order.
3. Quotation is valid for 60 days.
4. All equipment listed comes with a full two years manufacturer warranty.

Radu Matei - development manager
503 789 8090
radu.matei@datainterfaces.com