



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: October 3, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Nutrition Services
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHARLES A. JONES SKILLS CENTER</u>		
California Department of Education A24-00170	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$151,708 No Match
Period: 7/1/24 – 6/30/25 Description: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231 and Section 243.		
<u>CHARLES A. JONES SKILLS CENTER</u>		
SETA A23-00082-3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$664,750 No Match
Period: 7/1/24 – 6/30/25 Description: Subgrant Modification of Extended Service Provider Workforce Innovation and Opportunity Act (WOIA); Year 3.		
<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
Shriners Hospitals for Children A24-00173	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/25 Description: MOU for eligible school age children, while hospitalized, are in need of instructional services in accordance with California Ed. Code 48206 and SCUSD Board Policy.		
<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
UC Davis Children’s Hospital A24-00174	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/25 Description: Amendment No. 2. Furnish a credentialed teacher for school-aged, hospitalized, pediatric patients at UC Davis Children’s Hospital, in a classroom-type setting or at bedside.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
Compliance and Improvement Monitoring at California Dept of Education A24-00175	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 7/1/22 – 6/30/26 Description: Progress Reports for 2023-2024 School Year and 2022 Quarterly Progress and Expenditure Report.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
State Controller’s Office A24-00176	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$272,005 No Match
Period: 7/1/22 – 6/30/23 Description: Final Expenditure and Indirect Cost Reports for the Federal Preschool Grant..		

<u>SPECIAL EDUCATION DEPARTMENT</u>		
State Controller's Office A24-00177	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$9,572,361 No Match
Period: 7/1/22 – 6/30/23 Description: Final Expenditure and Indirect Cost Reports for the Local Assistance Entitlements Grant..		

<u>STUDENT SUPPORT AND HEALTH DEPARTMENT</u>		
MHO Medical Services, Inc. A24-00172	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 7/31/25 Description: Provide free vaccinations to SCUSD staff and families.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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SPECIAL EDUCATION DEPARTMENT

Nonpublic Agency Providers	7/1/24 – 6/30/25: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2024-2025 school year. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.	\$1,302,768 Special Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Non-Public Agency Contracts:	
	S25-00012/ SA25-00060 Capital Kids Occupational Therapy	\$1,920
	S25-00018/ SA25-00067 Laguna Physical Therapy	\$22,800
	S25-00021/ SA25-00068 Laguna Physical Therapy	\$2,000
	SA25-00073 S25-00020/ Learning Solutions Kids Inc.	\$1,274,400
	SA25-00202 Northern California Children's	\$1,648

RECOMMENDED BID AWARDS – NUTRITION SERVICES

Bid No. Nutrition Services 24-25810B Direct Grocery

Bids Received: August 23, 2024

Recommendation: See Award Schedule Below

Funding: Child Nutrition

This RFP was lawfully advertised on July 26th and July 29th, 2024. This is a one year bid with the option of two, one-year extensions. Purchasing Services recommends the listed vendors as the most responsive bidders meeting specifications. This is a line item bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	AWARDED LINE ITEMS	AMOUNT
Bimbo Bakeries	1,2,3,4	\$212,042
Peterson Farms	5,6,7,8,9,10	\$589,713
Bolthouse	11	\$140,760
HMC Farms	12, 13	\$273,128
Dole	14	\$15,160
National Food Group	15,16,17,18,19	\$183,495
Don Lee Farms	20,37,38	\$726,180
Suncup	31,32,33,34	\$387,050
Buena Vista	35	\$64,800
Classic Delight	36	\$58,710
Mi Rancho	42, 44	\$67,261
La Tapatilla	43	\$70,800
Savory Life	45	\$216,756
Wawona Frozen Foods	46, 47	\$132,153
Sunny Fresh	48	\$14,366
Millers	51	\$85,000
Con Agra	56	\$33,540
Gold Star	54, 55	\$158,054
Land O Lakes	57,58,59,60,61,62	\$90,750
Foster Farms	63	\$59,535

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0265-461-1 Oak Ridge ES New Furniture

Bids received: 10:00 am, September 16, 2024

Recommendation: Award to Campbell Keller

Funding Source:

BIDDER	BIDDER LOCATION	AMOUNT
Campbell Keller	Sacramento CA	\$946,395

Bid No: 460-1 Cesar Chavez / Edward Kemble New Furniture

Bids received: 11:00 am, September 20, 2024

Recommendation: Award to One Workplace L. Ferrari, LLC

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
One Workplace L. Ferrari LLC	Santa Clara CA	\$1,119,219
Campbell Keller	Sacramento CA	\$1,262,915

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Ethel Phillips Campus Renewal

Recommendation: HMC Architects was awarded architectural services at the May 16, 2024 Board of Education Meeting; Measure H Funds. Project will include campus wide exterior and interior painting; campus wide flooring including restrooms, ADA upgrades, security upgrades, playground replacement, and parking lot upgrades.

Original Contract Amount: \$1,428,000; Measure H Funds

Approve Amendment No. 1 \$80,376; Measure H Funds. District is requesting additional architectural design services to develop PC fabrication drawings for the modular buildings to be submitted for permit(s) and structural engineering services on the PC drawings for permit(s).

New Contract Amount: \$1,508,376; Measure H Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
Attention Susan Lytle Gilmore, Director				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office A. Warren McClaskey Adult Center and Charles A. Jones				Resource Code	Revenue Object Code	34	
Telephone 916-395-5788				Multiple	8290	INDEX	
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243					615		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$151,708		\$151,708		July 1, 2024	June 30, 2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.002A	V002A240005	Adult Education and Family Literacy Act			U.S. Department of Education		
I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.							
This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
Adult Education Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901							
Please contact your Fiscal Analyst by email if you have any questions.							
California Department of Education Contact Charlie Brenneman				Job Title Fiscal Analyst			
E-mail Address cbrenneman@cde.ca.gov				Telephone 916-323-5635			
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tony Thurmond</i>				Date July 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer			
E-mail Address janea-marking@scusd.edu				Telephone (916) 643-9055			
Signature ▶ 				Date 09/23/2024			

Grant Award Notification (Continued)						
SECTION 225						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$433	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$612	\$0
Subsidy	38	3940	13971			\$0
SECTION 225 TOTAL						\$0

SECTION 231						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	174	\$433	\$75,342
Positive Outcomes in Employment and Earnings (ABE and ELA)	39	3905	14508	122	\$22	\$2,684
One-Time Funding for Exit Reporting in Employment and Earnings (ABE and ELA)	39	3905	14508	360	\$132	\$47,520
English Literacy and Civics Education (ELCE) • Citizenship Preparation • Civic Participation	39	3905	14508	182	\$108	\$19,656
IELCE with Integrated Education and Training (IET) points moved to Section 231	39	3905	14508	0	\$470	\$0
Subsidy	39	3905	14508			\$0
Section 231, Resource 3905 Subtotal	39	3905	14508			\$145,202

Grant Award Notification (Continued)						
SECTION 231 (Continued)						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	7	\$612	\$4,284
Positive Outcomes in Employment and Earnings (ASE)	41	3913	13978	5	\$22	\$110
One-Time Funding for Exit Reporting in Employment and Earnings (ASE)	41	3913	13978	16	\$132	\$2,112
Subsidy	41	3913	13978			\$0
Section 231, Resource 3913 Subtotal	41	3913	13978			\$6,506
SECTION 231 TOTAL						\$151,708

SECTION 243						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points*	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	0	\$108	\$0
IELCE with Integrated Education and Training (IET)	42	3926	14109	0	\$470	\$0
Subsidy	42	3926	14109			\$0
SECTION 243 TOTAL						\$0
TOTAL GRANT						\$151,708

*Payment point totals for all program focus areas reflect payment points earned in fiscal year 2022–23. Payment points for newly awarded agencies or previously funded agencies applying for new program areas reflect adjusted projected enrollment multiplied by the state aggregated average of students achieving payment points.

Sacramento Employment and Training Agency SERVICE PROVIDER SUBGRANT under the Workforce Innovation and Opportunity Act		SUBGRANT NUMBER	
		074201SWCS	
1. SUBGRANTEE INFORMATION:		2. ACTIVITY/TARGET GROUP:	
Name: Sacramento City Unified School District		Basic & Individualized Career Services	
3. AWARD AMOUNT:	\$664,750.00 Adult	4. CAT. NO./CFDA:	17.258 Adult
5. SUBGRANT TERM:	7/1/2024 through 6/30/2025	6. DUNS #:	060697109
7. MAXIMUM ANNUAL EXTENSIONS:	Three (3)		
8. TERMS AND CONDITIONS:			
<p>This Service Provider Subgrant is between the Sacramento Employment and Training Agency (SETA) and Subgrantee. The parties agree to comply with all terms and conditions of this Subgrant, which consists of this signature page and the following Exhibits, each of which is attached hereto and incorporated herein by reference and made a part hereof. Exhibits 1 through 4 contain Subgrantee-specific terms and conditions that apply only to Subgrantee's performance of this Subgrant; Exhibits 5 through 13 contain general SETA terms, conditions and requirements that apply to any subgrantees' performance of a subgrant agreement, including this Subgrant.</p>			
<ul style="list-style-type: none"> Exhibit 1 - Resolution Authorizing Execution of WIOA Service Provider Subgrant from the Sacramento Employment and Training Agency Exhibit 2 - Program Performance Overview Exhibit 3 - Program Budget and Cost Allocation Plan Exhibit 4 - Special Conditions Exhibit 5 - WIOA Assurances and Certifications Exhibit 6 - Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures Exhibit 7 - Policy on Advances Exhibit 8 - Intellectual Property Provisions Exhibit 9 - Insurance Requirements Exhibit 10 - Nondiscrimination Addendum Exhibit 11 - WIOA Complaint /Grievance Procedures Exhibit 12 - Policy on Confidentiality of Participant Records Exhibit 13 - Standard Conditions to Service Provider Subgrant Under the Workforce Innovation and Opportunity Act 			
<p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this SUBGRANT, including compliance with the terms, conditions and requirements set forth in the above-listed Exhibits. By executing this Subgrant, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed Exhibits.</p>			
<p>IN WITNESS WHEREOF, this Subgrant has been dated and executed by the parties hereto.</p>			
SUBGRANTEE			
Name: Sacramento City Unified School District			
By: <i>Janea Marking</i>		Date Signed: 09/20/2024	
Printed Name/Title of Authorized Signer: Janea Marking, Chief Business & Operations Officer			
Address: 5735 47 th Avenue, Sacramento, CA 95824		E-Mail Address: janea-marking@scusd.edu	
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY			
By:		Date Signed:	
Printed Name/Title of Authorized Signer: Anita Maldonado, Executive Director			
Address: 925 Del Paso Boulevard, Suite 100, Sacramento, CA 95815		E-Mail Address: Anita.Maldonado@seta.net	

EXHIBIT 1

**RESOLUTION AUTHORIZING EXECUTION OF
WIOA SERVICE PROVIDER SUBGRANT**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3361

Authorizing Delegation of Power to Contract

WHEREAS, Education Code Section 17604 authorizes the Governing Board to delegate to the district Superintendent or designee, the power to contract in the name of the Sacramento City Unified School District whenever the Education Code invests the power to contract in a governing board or any member of the board; and

WHEREAS, Education Code Section 17605 authorizes the Governing Board to delegate to any officer or employee of the Sacramento City Unified School District the authority to purchase supplies, materials, apparatus, equipment, and services within the expenditure limitations specified in Public Contract Code Section 20111; and

WHEREAS, on December 15, 2022, the Governing Board of the Sacramento City Unified School District adopted Resolution No. 3299 designating persons authorized to be empowered to contract which is hereby rescinded; and

BE IT RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17604, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract with third parties in the name of the Sacramento City Unified School District wherever the Education Code invests the power to contract in the Governing Board of the School District or any member of the Governing Board, without limitation as to money or subject matter; provided, however, that all such contracts must be approved or ratified by the Governing Board; and

BE IT FURTHER RESOLVED AND ORDERED by the Governing Board of the Sacramento City Unified School District that in accordance with Education Code Section 17605, effective November 2, 2023, Lisa Allen., Interim Superintendent, Janea Marking, Chief Business and Operations Officer, Cancy McArn, Chief Human Resources Officer, Mary Hardin Young, Interim Deputy Superintendent, Jesse Castillo, Assistant Superintendent of Business Services, and Robert Aldama, Manager II, Purchasing Services, be and are hereby authorized and empowered to contract for the purchase of supplies, materials, apparatus, equipment, and services; provided, however, that no such individual purchase shall involve an expenditure by the District in excess of the amount specified by Section 20111 of the Public Contract Code; and

BE IT FURTHER RESOLVED AND ORDERED that all such transactions to purchase supplies, materials, apparatus, equipment, and services entered into in accordance with Education Code Section 17605 shall be reviewed by the Governing Board every sixty (60) days; and

BE IT FURTHER RESOLVED AND ORDERED that in the event of malfeasance in office, each of the persons named above shall be personally liable to the Sacramento City Unified School District for any and all monies of the District paid out as a result of such malfeasance; and


BE IT FURTHER RESOLVED AND ORDERED that the persons named above shall be and are hereby authorized to insure against any such liability, and the cost of such insurance shall be paid from the funds of the District; and

BE IT FURTHER RESOLVED AND ORDERED that the term "Contract" as used herein shall be deemed to include orders to contract.


AUTHORIZED SIGNATURES:




Lisa Allen,
Interim Superintendent



Added Authorizer Mary Hardin Young,
Interim Deputy Superintendent




Added Authorizer Janea Marking,
Chief Business and Operations Officer



Cancy McArn,
Chief Human Resources Officer




Jesse Castillo,
Assistant Superintendent of
Business Services



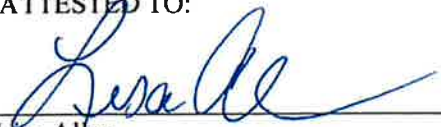
Robert Aldama,
Manager II, Purchasing Services

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 2nd day of November 2023, by the following vote:

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0



Chinua Rhodes,
President of the Board of Education

ATTESTED TO:


Lisa Allen,
Interim Secretary of the Board of Education

EXHIBIT 2

PROGRAM PERFORMANCE OVERVIEW

BASIC AND INDIVIDUALIZED CAREER SERVICES PROGRAM PERFORMANCE OVERVIEW

Job Center: Sacramento City Unified School District							PERIOD FROM: 7/1/2024 TO 6/30/2025					
Program: Basic and Individualized Career Services												
Registrant Flow (Cumulative)												
Total Registrants –	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Basic Career Services*	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Adults/Dislocated Workers**	270	540	813	1060	1320	1625	1720	1975	2438	2613	2931	3250*

**10% of the total registered participants must be enrolled in WIOA Individualized Career and/or Training services.*

QUARTERLY PLAN – INDIVIDUALIZED CAREER AND TRAINING SERVICES ENROLLMENTS

Enrollment Flow (Cumulative)								
	Quarter 1		Quarter 2		Quarter 3		Quarter 4	
Adults	81		163		244		325	
Dislocated Workers**	-		-		-		-	

***The enrollment of Dislocated Workers is allowable if they are ineligible for Adult services. All Dislocated Worker enrollments will count towards planned enrollment goals.*

Note: Deviation from plan is allowable up to a maximum -15%.

Subgrantee may be evaluated quarterly on the following additional **real-time data**: (subject to change)

- Enrollments
- Continuum of service to carry over clients
- Enrollment of hard-to-employ populations
- Training in Sacramento Works, Inc.
Recognized Critical Occupational Clusters
- Training Completion Rate
- Average Earnings
- Customer/Employer Satisfaction
- Number of employers receiving substantial services
- 12-month follow-up
- Use of Workshop Scheduler

Subgrantee shall be subject to the following WIOA measures: **(Measures are subject to change.)**

Adult Measures	Goals
Employment Rate 2 nd Quarter After Exit	64%
Employment Rate 4th Quarter After Exit	61%
Credential Attainment within 4 Quarters After Exit	65%
Median Earnings 2 nd Quarter After Exit	\$6,900
Skills Gain	60%

Dislocated Worker Measures	Goals
Employment Rate 2 nd Quarter After Exit	73%
Employment Rate 4th Quarter After Exit	70%
Credential Attainment within 4 Quarters After Exit	70%
Median Earnings 2 nd Quarter After Exit	\$8,500
Skills Gain	60%

EXHIBIT 2

THE STATE AND LOCAL STRATEGIC WORKFORCE DEVELOPMENT PLANS

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The intent of the WIOA legislation is to arm workers with the skills necessary to meet business needs and to provide business with access to a talent pool needed to compete in their local, regional, and global economies. This is achieved by assisting workers, including those with barriers to employment, access to employment, education, job-driven training, and support services, by improving services to business, by enhancing program coordination, by streamlining service delivery, utilizing new technology and increasing the flexibility of governance, by aligning programs and services across common goals, and increasing accountability and transparency. WIOA also emphasizes quality training that leads to industry-recognized credentials, earn and learn approaches that encourage the coordination of work and learning, regional planning and service coordination, and implementation of sector-based strategies and career pathways.

California's one-stop delivery system, the America's Job Center of California (AJCC), is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Board (CWDB) in its Unified Strategic Workforce Development Plan, including the Plan Update. Those objectives are:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives are to be accomplished by ensuring access to high-quality AJCCs that provide the full range of career services available in the community for all customers seeking the following:

- Looking to find employment
- Building basic educational and occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

In 2021, the CWDB approved the Sacramento Works, Inc.'s (SWI), Sacramento's Local Workforce Development Board (LWDB), Sacramento's 4-Year Strategic Workforce Development Plan; in 2023, the CWDB approved a 2-Year Plan Update that emphasizes coordination and collaboration in providing services to specific populations of hard-to-serve customers. The four-year plan, and plan update reflect the vision, goals, strategies, initiatives and partnerships developed by the SWI and Governing Board of the Sacramento Employment and Training Agency (SETA), the Chief Local Elected Official for the Sacramento County Workforce System. SUBGRANTEE is encouraged to review both documents which are located on SETA's website at www.seta.net on the "Public Notices & RFP's" page.

EXHIBIT 2

THE WIOA ADULT/DISLOCATED WORKER SERVICE DELIVERY SYSTEM

In today's economy, workers face a relatively tight labor market and a skills mismatch between unemployed workers and available openings. While a skilled workforce is key to driving economic growth and prosperity, regions throughout California report a persistent "skills gap"; employers can't find skilled individuals to fill their open positions. At the same time, many residents remain unemployed or under-employed. What today's workers need most is the opportunity to gain skills obtained through workforce development, education and training resulting in labor market relevant skills and credentials that are valued by employers.

The COVID-19 pandemic wreaked havoc on economies, populations, lifestyles, and cultures across the region, the state, the nation and the world. It exacerbated the long-term trend of a declining U.S. labor force. While employment has rebounded and there are a record number of job openings, a large segment of the workforce remains disengaged. Community members who have historically experienced barriers to employment continue to suffer from substandard living wages, lack of economic mobility, and access and support to obtain quality jobs with upward mobility that will be relevant with emerging technologies and adaptations in the future workforce.

COVID highlighted the need to improve digital and technology skills and equipment access of workers, particularly in historically underinvested populations. Given the need for tech-based skills, programs that equip community members with tech skills and the accessibility to broadband and technological equipment serve as a critical career resource to enable individuals to transition into higher-skilled, high-demand occupations.

While overall poverty rates have declined over the past decade, the long-term trend of high poverty rates continue to persist, particularly in urban neighborhoods that experience chronic and concentrated poverty, high unemployment, high crime and limited educational attainment.

The U.S. Department of Labor has instituted the American Job Centers to provide for a single access point for persons seeking employment, and the State of California has implemented this approach through its America's Job Centers of California (AJCC) program. In conjunction with this program, the Sacramento Works Job Center (SWJC) System has been developed to provide these services in Sacramento County.

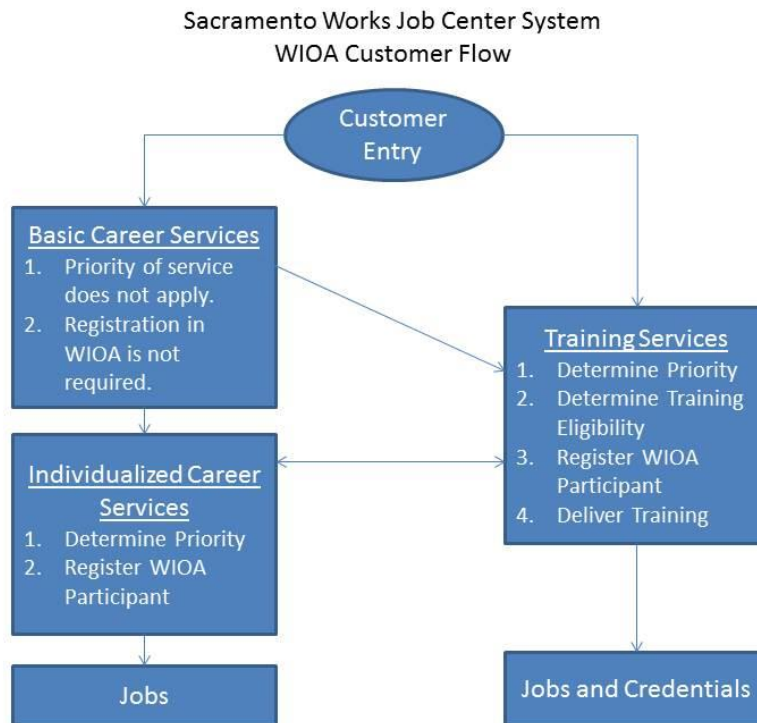
The SWJC system career services—basic and individualized—and training services are customer-driven, easily accessible, and responsive to the specific needs of job seekers and employers in the region. In addition, services are comprehensive and performance-based. The system unites business, education, community and public agencies to meet the needs of job seekers and employers through a comprehensive range of workforce development activities, and strategic partnerships. SWJC system job seekers have universal access to a variety of tools and services including assessments, career coaching, labor market information, job search assistance, education and skills training, including on-the-job training, customized training, and vocational training. SWJC system staff provide services

EXHIBIT 2

and outreach to job seekers, including special populations, such as dislocated workers, veterans, justice involved, immigrants, refugees, disadvantaged youth, low-income, public assistance, and individuals with disabilities.

Special emphasis is placed on geographic areas of chronic and concentrated poverty, high unemployment, limited educational attainment, and other economic and social indicators of vulnerable communities. Services may be delivered through physical SWJCs or at alternate locations where job seekers congregate.

DIAGRAM OF WIOA CUSTOMER FLOW



RESPONSIBILITIES OF SWJCs

SUBGRANTEE agrees to:

1. Maintain collaborative partnerships by:

- Coordinating recruitments, registrations and enrollments; developing action plans; and, supporting customers in their effort to research career options/pathways, learn job getting skills, complete training, if applicable, and meet their employment goals.
- Engaging local employers and business associations.
- Coordinating/Aligning services with SWJC System partners.

EXHIBIT 2

2. Ensure knowledge and understanding of the mission and vision established by the Sacramento Works, Inc. Strategic Plan and Plan Update by:

- Educating staff on local area service priorities.
- Educating staff on Local Board's Strategic Plan mission, goals, and objectives.
- Training staff on occupations with the best projected local demand and the approved occupational sectors/clusters.

3. Ensure that clear career pathways exist for customers by:

- Aligning services with the talent needs of businesses.
- Following the SWJC system customer flow.
- Supporting a case management system that helps job seekers prepare, enter and advance within an occupational cluster.
- Delivering services at multiple locations in underserved communities.
- Coordinating and leveraging services and resources, including training opportunities.
- Coordinating and leveraging the supportive service needs of the customer to ensure long-term success.
- Utilizing the CalJOBS Client Tracking System, maintaining adequate information technology infrastructure, and providing adequate related information technology support. At a minimum, must provide high speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.

4. Be accountable for performance by ensuring:

- All staff are trained and informed of anticipated performance outcomes.
- Systems exist to measure performance, customer satisfaction and continuous improvement.
- Performance goals and measures are met or exceeded.
- Customers enter and retain employment and increase wages.
- Follow-up services are made available for 12 months following placement into unsubsidized employment.

5. Leverage resources and funding to expand and enhance services offered to job seekers by:

- Leveraging in-kind and/or cash contributions.
- Bringing added value and resources to the SWJC system and the community.

6. Be customer and community focused by:

- Coordinating with the community, local business and business associations, and SWJC system partners.
- Providing basic, individualized and/or training services to hard-to-serve individuals with multiple barriers to employment.

EXHIBIT 2
PROGRAM STANDARDS/REQUIREMENTS

SUBGRANTEE SHALL ADHERE TO THE FOLLOWING PROGRAM STANDARDS/REQUIREMENTS:

- A.** SUBGRANTEE shall provide services strictly in accordance with its Response to the Request for Proposals, subject to limitations, clarifications, and/or requirements contained within this SUBGRANT, specifically this Exhibit, the Program Budget and Cost Allocation Plan, Exhibit 3, and Special Conditions, Exhibit 4.
- B.** Internal evaluation and monitoring are important elements for effective program management. The Self-Evaluation/Monitoring Standards chart (**Attachment B**), stands as a reminder to SUBGRANTEE of those key program activities, which should be reviewed on a regular basis.

This chart is intended to be used as a guide. Processes/procedures noted under Guide for Determining Deficiencies and Implementing Corrective Action are not meant to replace those currently followed by a SUBGRANTEE. They are intended to supplement or enhance those processes/procedures used by an organization in conducting internal evaluation and monitoring.

- C.** SUBGRANTEE shall track leveraged Basic and Individualized Career Services in CalJOBS.

SUBGRANTEE will provide the following activities:

Career Services

Under WIOA, the career services category includes Basic Career Services and Individualized Career Services. Basic Career Services do not require enrollment into WIOA and are not subject to priority of service requirements. Individualized Career Services and Training Services, however, require enrollment into WIOA and are subject to priority of service.

Basic Career Services

Basic Career Services must be made available to all individuals seeking services offered by the one-stop delivery system, and include the following:

- **Program Eligibility** - Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.
- **Outreach, Intake, and Orientation** – Outreach to underserved communities and orientation intended to provide information on services available through the SWJC system.

- **Initial Assessment** – The assessment of skill levels including digital literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- **Labor Exchange** - Job search and placement assistance, including the provision of information on in-demand industry sectors and occupations, and on nontraditional employment.
- **Referrals to Partners** – The provision of referrals to and coordination/alignment of activities with other programs and services, including those within the SWJC system and, when appropriate, other education, workforce development, and human service programs.
- **Labor Market Information** – The provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, job vacancy listings in labor market areas, information on job skills necessary to obtain the vacant jobs listed, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- **Training Provider Performance and Cost Information** – The provision of performance information and program cost information on providers approved on the State of California’s Eligible Training Provider List.
- **Supportive Services Information** - Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including 1) child care, 2) child support, 3) medical or child health assistance available through the state’s Medicaid program and Children’s Health Insurance Program, 4) benefits under the SNAP, 5) assistance through the earned income tax credit, 6) housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development, 7) and assistance under CalWORKs, and other support services and transportation provided through that program.
- **Unemployment Insurance (UI) Information and Assistance** - Information and assistance regarding filing claims under UI programs.
- **Financial Aid Information** - Assistance in establishing eligibility for training providers offering financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

Individualized Career Services consist of the following:

- **Comprehensive Assessment** - Comprehensive and specialized assessments of the skill levels and service needs of customers, which may include diagnostic testing and use of other assessment tools, and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- **Individual Employment Plan (IEP)** – The development of a plan that identifies the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals.
- **Counseling** – Individual and/or counseling and mentoring.
- **Career Planning** – Includes comprehensive case management.
- **Short-term Pre-Vocational Services** – Services are geared towards assisting customers to obtain and/or improve communication skills, interviewing techniques,

learning the importance of punctuality, personal hygiene, and professional conduct to prepare individuals for unsubsidized employment and/or training.

- **Unpaid Internships and Unpaid Work Experience** – These services must be linked to careers.
- **Out-of-Area Job Search** – Information and job search assistance on out-of-area job markets, as well as relocation information.
- **Financial Literacy** - Services may include 1) teaching customers how to create household budgets, initiate savings plans, make informed financial decisions about education, retirement, home ownership, wealth, or other savings goals; 2) teaching customers the ability to manage spending, credit, and debt, including credit card debt, effectively; 3) teaching customers about the availability of credit reports and scores, including determining their accuracy, as well as their effect on credit terms; and, 4) teaching customers how to understand, evaluate and compare financial products, services, and opportunities.
- **English Language Acquisition** - Services intended to increase the English language proficiency levels of customers to increase employment marketability.
- **Workforce Preparation** - Services are intended to help customers acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training (high-school diploma or equivalent), or employment.

Training Services – All training services for this funding cycle will be delivered via SWJC Scholarship Funds through a Scholarship/Individual Training Account (ITA) application process. SUBGRANTEE will receive a Scholarship/ITA allocation that will fund training services delivered by qualified training programs from the State's Eligible Training Provider List. Job seekers requesting financial assistance for training will be required to complete a Scholarship/ITA Application that will be reviewed and approved by a Case Review Team (CRT). For more information, see SETA Policy Directives located on SETA's web-site: <https://www.seta.net/directives/>

Training services may include the following:

On-the-Job Training - (OJT) is an activity designed to place under-skilled adults who are unemployed, into full-time jobs in high skill occupations on a "hire first" basis where supervision and training are provided by the employer. OJT affords customers the opportunity to be trained or retrained while acquiring the work skills necessary to succeed in and retain employment while contributing to an employer's productivity.

OJT operators must use SETA's standardized OJT contract form, and employers may be eligible for reimbursement of up to 50 percent of the wages paid to customers to compensate for the employer's costs for additional supervision and training related to the OJT. An OJT contract must be limited to the period of time required for a customer to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the customer, prior work experience, and the customer's Individual Employment Plan.

Pre-apprenticeship/Apprenticeship - Pre-apprenticeship is defined in the *Workforce Innovation and Opportunity Act* (WIOA) Final Rule Section 681.480 as the following:

“A program designed to prepare individuals to enter and succeed in an apprenticeship program registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et. seq.) (referred to in this part as a “registered apprenticeship” or “registered apprenticeship program”) and includes the following elements:

- (a) Training and curriculum that aligns with the skill needs of employers in the economy of the State or region involved;*
- (b) Access to educational and career counseling and other supportive services, directly or indirectly;*
- (c) Hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, and understanding how the skills acquired through coursework can be applied toward a future career;*
- (d) Opportunities to attain at least one industry-recognized credential; and*
- (e) A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship program in a registered apprenticeship program.”*

Apprenticeship is an organized earn and learn model, combining paid on-the-job training with supplemental related classroom instruction (usually at least 144 hours) and incremental wage increases as apprentices advance through training levels. Typically, upon completion of an apprenticeship, apprentices receive State Apprenticeship Council Certificates documenting the attainment of the skills and competencies achieved.

Entrepreneurial Training – Entrepreneurial training provides the skills associated with entrepreneurship and the gig economy, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one’s ideas. Approaches to training include:

- Entrepreneurship education provides introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
- Enterprise development which provides supports and services that incubate and help customers develop their own businesses, such as helping customers access small loans or grants and providing more individualized attention to the development of viable business ideas.
- Experiential programs that provide customers with experience in the day-to-day operation of a business.

Occupational Skills Training - Instruction that includes vocational education and classroom training that is designed to provide technical skills and information required to perform a specific job or group of jobs.

Job Readiness Training - Job readiness training includes services that teach skills needed to be successful in the workplace, rather than skills needed to find and apply for

a job (e.g., job search, interview, or resume writing skills). It should provide participants with specific occupational competencies needed to perform specific work tasks on the job.

To be considered a training activity, Job Readiness Training must be provided in conjunction with one of the following:

- Occupational Skills training, including training for nontraditional employment
- On-the-Job Training (OJT)
- Incumbent Worker Training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Private sector operated training programs
- Skills upgrading and re-training
- Entrepreneurial training
- Transitional jobs

Incumbent Worker Training (IWT) – Training for employed workers that includes the following characteristics:

Designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce, avert the need to lay-off employees by assisting the workers in obtaining the skills necessary to retain employment, and/or provide training that will result in progression on a career pathway and income mobility.

- Conducted with a commitment by the employer to retain employees, avert the layoff(s) of the incumbent worker(s) trained for a period of six months following completion of the training, or promote incumbent workers to higher paying positions.
- Increases the competitiveness of the employer or employee.
- Gives employees the opportunity to progress on their career pathway by providing opportunities to obtain certificates or credentials based on the employers need.

Follow-Up Services – *(applies to enrolled WIOA customers only)*

Follow-up Services are critical to ensuring a customer's success in employment. Services may include the provision of supportive services, addressing work-related issues that may arise, assistance in securing higher paying jobs, assistance with career pathway development, assistance with pursuing or continuing education or training, and the provision of work-related peer support groups. Follow-up Services must be made available to all enrolled customers for at least 12 months commencing on the date a customer obtains unsubsidized employment. The types and intensity of services provided must be determined based on the needs of the individual and may differ for each customer. At a minimum, Follow-up Service should include monthly contact with job seekers and employers.

Employer Services -

Employer Services encompass a variety of activities to help facilitate business' talent recruitment, retention, and training needs. Examples include applicant screening, skills

assessments, workshops, and seminars, career fairs, and customized recruitment events.

Customer Eligibility

Funding for services come from the WIOA, Title I, Adult and Dislocated Worker programs. Eligibility requirements for these programs are:

WIOA, Adult –

Age 18 or older;

- Unemployed, or underemployed;
- Are determined eligible in accordance with the State and local priority system in effect for adults under WIOA.

WIOA, Dislocated Worker –

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment compensation;
- Has demonstrated an appropriate attachment to the workforce, but is not eligible for unemployment insurance and is unlikely to return to a previous industry or occupation;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member.

Priority of Service

As required under WIOA Section 134(c)(3)(E), with respect to Individualized Career and Training Services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the SWI Priority of Service Policy. For more information, see SETA Policy Directive on Priority of Service located on SETA's web-site: <https://staff.seta.net/staff-resources/ajcc-directives-resources/>. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

Local Measures

SUBGRANTEE will be accountable for other indicators of success identified by the Sacramento Works, Inc. Examples of local measures include:

- Actual cost per customer served and placed

- Number of hard-to-employ customers served
- Leveraged amounts of training and supportive services
- Number of employers utilized/market penetration
- Training completion rate
- Training in Sacramento Works, Inc.'s approved Occupational Clusters for the region
- Documentation of services in the CalJOBS shared electronic database and tracking system
- Customer/Employer satisfaction
- Submission of timely and accurate reports to SETA, both Fiscal and MIS
- Provision of access by customers and staff to, and support of, the CalJOBS electronic case tracking system, and the maintenance of the organization's information technology infrastructure supporting all technology related functions. At a minimum, SUBGRANTEES infrastructure must include high-speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.

Program and Reporting Requirements

- 1) Management Information System/Fiscal Reporting Requirements -
SETA has established specific reporting processes to administer its programs. These include:
 - Management Information Systems (MIS) reports; and,
 - Monthly Fiscal Reports.

The details for accomplishing the above will be provided to all funded programs.

- 2) Nondiscrimination Requirements -
All programs must not deny any individual an opportunity to participate in services based on grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. Furthermore, the agency agrees to ensure that all qualified applicants receive consideration for employment and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
- 3) Use of Education Grants and Loans for WIOA Customers -
WIOA training resources may be used in conjunction with educational assistance funds, so long as there is inadequate grant assistance from other sources available to pay for the costs. All available sources of funds, excluding loans, shall be considered in determining an individual's overall need for WIOA funds. The exact mix should be determined based on the availability of funding for either training costs or supportive services, with the goal of ensuring that the costs of the training program the individual selects are fully paid and that necessary supportive services are available so that the training can be completed successfully.

Resources

1) **SETA WIOA Directives** - All services funded must comply with applicable SETA WIOA Directives. All Directives and any revised directives are available on SETA's website at www.seta.net.

2) **Sacramento Works Occupational Clusters** –

SETA/Sacramento Works, Inc. has identified high demand occupational sectors/clusters to focus training efforts to ensure that job seekers are being trained with skills that will meet the needs of employers in the region. The WIOA Adult and Dislocated Worker program focuses on occupations requiring short to moderate term post-secondary education and industry recognized credentials and degrees. Some occupations in these sectors/clusters reflect higher levels of education. These levels are not necessarily the only way an individual can become qualified to perform the duties of a given occupation. Other combinations of education, training, and/or experience may also be appropriate for job entry. The current list of occupational sectors/clusters below have been identified as critical to the region's economy based on research, data and review in cluster-specific forums:

CONSTRUCTION

This occupational sector/cluster is primarily comprised of occupations involved in the construction of buildings. Also included in this group are specialty trade contractors (e.g. Electricians, Painters, Carpet Installers, etc.), Cabinetmakers, Construction and Building Inspectors, Cost Estimators, and Welders.

CLEAN ECONOMY

This cluster represents six subsectors: Energy and Resource Efficiency, Renewable Energy, Sustainable Farming, Advanced Transportation, Environmental Compliance and Recycling/Waste Reduction. Since the Clean Economy includes all economic activity that provides environmental benefit, industries in this cluster have some overlap with industries in other clusters.

HEALTH SERVICES AND LIFE SCIENCES

This is the largest cluster in the region and offers well-paying jobs for thousands of people. This cluster includes five subsectors: Hospitals, Ambulatory Health Care Services, Nursing and Residential Care Facilities, Social Assistance and Life Sciences.

INFORMATION and COMMUNICATIONS TECHNOLOGY

This cluster is identified by the convergence of computer networking and telecommunications. The ICT umbrella organizes technologies related to telecommunications, computing, networks and other high-tech fields. The cluster is composed of four subsectors: Computer and Electronic Market Retailers/Wholesalers; System Programming, Design, Management and Training Services; System Repair and Maintenance Services; and Telecommunication/Data Processing Centers.

FOOD AND AGRICULTURE

This cluster includes interdependent firms in the food value chain. The cluster is composed of four subsectors: Production, Processing, Distribution and Support.

ADVANCED MANUFACTURING and TRANSPORTATION

This cluster is comprised of occupations that integrate the coordinated use of information, automation, software, sensing and networking to improve the efficiency and reduce costs of manufacturing. Although advanced manufacturing methods may be utilized by any manufacturing industry, high use of these methods tends to cluster in six subsectors: Aerospace, Chemical, Computers/electronics, Machinery, Plastics Products and Transportation Manufacturing.

EDUCATION AND KNOWLEDGE CREATION

This cluster is the second largest cluster and includes industries and establishments that provide systematic information or instruction for the purpose of knowledge creation or learning. Within the cluster, there are five subsectors: Private Education Institutions, Public Education Institutions, Education Support Services, Publishing and Broadcasting.

In-depth information on industry/occupational clusters can be accessed at Valley Vision's web-site: <https://www.valleyvision.org/>

SACRAMENTO WORKS AMERICA’S JOB CENTER OF CALIFORNIA
SELF-EVALUATION/MONITORING STANDARDS

Internal self-evaluation and monitoring conducted at the SUBGRANTEE level are important elements for effective program management. Listed below are key activities which should be reviewed on a regular basis. Evaluations and SUBGRANTEE level monitoring must be formally documented and readily accessible for examination.

Activities Evaluated/Monitored/ Staff Responsible	Frequency	Corrective Action and Staff Responsible
1) Outreach/Recruitment: Job Coaches	On-going	Review program applications for adequacy of pool. If inadequate, increase outreach by increasing recruitment through the job centers, distributing program flyers, press releases, networking AJCC Manager
2) Selection/Enrollment of Clients: Job Coaches	Bi-Weekly	Review plan numbers vs. actual. If statistics deviate by -15%, increase outreach to targeted populations and increase recruitment AJCC Manager
3) File Reviews: CalJOBS Application, Assessments, Attendance Records, Client Progress/ Performance, etc.: Job Coaches	Monthly	Review all applications and assessment documents. If incomplete or inadequate, set deadline for forms completion/correction. Counseling notes and evaluations will be reviewed for evidence of poor client performance. If identified, the client will receive additional individual assistance or counseling AJCC Manager

**EXHIBIT 2
ATTACHMENT B**

<p>4) Work Site Development and Review, if applicable:</p> <p>Not applicable</p>	<p style="text-align: center;">N/A</p>	<p>Review development of work sites and appropriate job matching. Assigned staff will be responsible for monitoring work sites for safety, meaningful work tasks, appropriate job/site matching, and completeness of client files. If necessary, additional staff training will be provided in specific areas of concern</p> <p>Not applicable</p>
<p>5) Maintenance of CalJOBS Tracking System Data:</p> <p>SETA Sac Works</p>	<p style="text-align: center;">On-going</p>	<p>CalJOBS data will be reviewed for completeness and accuracy. If necessary, additional CalJOBS training and guidance will be provided to staff</p> <p>AJCC Manager / SETA Training</p>
<p>6) Outcomes: Activity Completion, Real Time and WIOA Common Measures:</p> <p>Job coaches/AJCC Manager</p>	<p style="text-align: center;">Monthly</p>	<p>The PPO and MIS reports will be reviewed for planned performance/outcomes. The client plans will be modified through the Job Center Coaches and additional individualized job development assistance will be provided, as needed</p> <p>AJCC Manager</p>
<p>7) Provision, documentation and tracking of mobile services (services provided at alternate locations):</p> <p>Job coaches/AJCC Manager</p>	<p style="text-align: center;">When Applicable</p>	<p>Staff delivery of services to job seekers through multiple locations other than physical Job Center environment. Ensure better connectivity with underserved communities.</p> <p>AJCC Manager</p>
<p>8) Submission of Report Forms, Fiscal Claims:</p> <p>SCUSD Budget Services</p>	<p style="text-align: center;">Monthly</p>	<p>Review requirements for submission of program and fiscal reports and ensure all staff are informed. If necessary, provide additional staff training</p> <p>SCUSD Budget Services/AJCC Manager</p>

**EXHIBIT 2
ATTACHMENT B**

<p>9) Compliance with all SETA applicable policy directives and processes and procedures:</p> <p>Job Center Coaches/Staff and AJCC Manager</p>	<p>Daily</p>	<p>Review policies, procedures and requirements regularly at staff meetings. If necessary, address areas of concern and develop steps to correct specific problems</p> <p>AJCC Manager</p>
<p>10) Collaboration/Coordination with Job Center Coaches:</p> <p>AJCC Manager</p>	<p>On-going</p>	<p>Review coordination with Job Center Coaches and frequency of communication. Provide additional training and guidance, if necessary, to specific Subgrantee Coaches where deficiencies are identified</p> <p>AJCC Manager</p>
<p>11) Staff Development:</p> <p>AJCC Manager</p>	<p>As Needed</p>	<p>Seek training opportunities for staff either from SETA or outside sources when areas of deficiency are identified</p> <p>AJCC Manager</p>
<p>12) Customer/Employer Satisfaction:</p> <p>Job Center Coaches/Staff and AJCC Manager</p>	<p>Daily</p>	<p>During staff meetings, review customer and employer comments, recommendations/suggestions and brainstorm ways to implement changes</p> <p>AJCC Manager</p>

EXHIBIT 3

PROGRAM BUDGET AND COST ALLOCATION PLAN

**WORKFORCE INNOVATION AND OPPORTUNITY
ACT (WIOA)**

BUDGET AND COST ALLOCATION PLAN

Contract #: 074201SWCS
<input checked="" type="checkbox"/> Original or <input type="checkbox"/> Mod #
Activity: Basic and Individualized Career Services – Adult

Subgrantee Name: Sacramento City Unified School District	
Street Address: 5451 Lemon Hill Avenue	City: Sacramento, CA Zip: 95824
Program Contact: Susan Lytle Gilmore	Phone: (916) 395-5788
Fiscal Contact: Janea Markings	Phone: (916) 643-9055
E-Mail Address: janea-markings@scusd.edu	
BUDGET PERIOD: 7/1/2024 through 6/30/2025	

BUDGET SUMMARY - COST REIMBURSEMENT			
TYPE OF COST	SETA SHARE	LEVERAGED RESOURCES	TOTAL
A. Personnel Costs	\$568,046	\$286,530	\$854,576
B1. Fixed Asset Purchases			
B2. Other Equipment Costs			
C. Other Costs	\$26,704	\$536,508	\$563,212
Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**	\$594,750	\$823,038	\$1,417,788
D. Direct Participant Costs* (Scholarships/Supportive/Vendor Services)	\$70,000		\$70,000
Total Costs:	\$664,750	\$823,038	\$1,487,788

*Available for obligation only. Modification of this line item requires SETA approval.

**A minimum of 20% of the funds must be expended on providing training services.

COST ALLOCATION PLAN

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

Cost Item	Use abbreviation at bottom of page	
	Budget	Cost Category
A. Personnel Costs	ST/DC	ST/DC
B. Equipment Costs	N/A	N/A
C. Other Costs	DC	DC
D. Direct Participant Costs	DC	DC

ABBREVIATIONS: (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be : _____

EXHIBIT 3

A. PERSONNEL COSTS							
1. Job Title	Dates From-To	Full Salary Per Year	Number of Months	SETA %	Costs For This Program		
					SETA SHARE	Leveraged Resources	TOTAL
Job Coach	7/1/24 - 6/30/25	\$87,948	12	100%	\$87,948		\$87,948
Job Coach	7/1/24 - 6/30/25	\$76,212	12	100%	\$76,212		\$76,212
Job Coach	7/1/24 - 6/30/25	\$76,212	12	100%	\$76,212		\$76,212
Adult Education Clerk	7/1/24 - 6/30/25	\$37,992	12	100%	\$37,992		\$37,992
Site Supervisor	7/1/24 - 6/30/25	\$43,528	12	100%	\$43,528	\$201,836	\$43,528
Total Salaries					\$321,892	\$201,836	\$523,728
2. Total Fringe Benefits (Employer's Contribution Only) (Average)		78% of Salaries			\$246,154	\$84,694	\$330,848
Total Personnel Costs (Salaries + Fringe Benefits)					\$568,046	\$286,530	\$854,576

B. EQUIPMENT COSTS			Costs For This Program		
			SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Purchases of Fixed Assets		Full Purchase Price x SETA %			
Total Purchases of Fixed Assets					0
2. Other Equipment Costs		Full Purchase Price x SETA %			
P, L, R, or D	P = Purchase L = Lease R = Rent D = Depreciation	Or Full Cost/Mo. X # Mos. X SETA %			
Total Other Equipment Costs					
Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)					0

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

EXHIBIT 3

C. OTHER COSTS	Full Cost Information x SETA %	Costs For This Program		
		SETA SHARE	LEVERAGED RESOURCES	TOTAL
1. Direct				
Facility: SCUSD	\$41,230 x 12 months 0%	0	\$494,760	\$494,760
Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease				
Owned: <input checked="" type="checkbox"/> Depreciation				
Address:				
Utilities	\$3,021 x 12 months 0%	0	\$36,252	\$36,252
Telephone				
Office Supplies				
Duplication/Printing				
Other: Cannon Copier Rental (AJCC)	\$458 x 12 months 0%	0	\$5,496	\$5,496
Insurance: Fidelity/Depositors' Forgery				
Property				
General Liability				
Vehicle Liability				
Other:				
Travel: Local Mileage:				
Other:				
Subcontracts:				
Total Direct Costs			\$536,508	\$536,508
2. *Indirect Costs - Approved Rate: 4.49% x Direct Costs of \$594,750		\$26,704		\$26,704
Total Other Costs (Direct + Indirect)		\$26,704	\$536,508	\$563,212

*Attach copy of approval letter from cognizant agency

EXHIBIT 3

<u>D. DIRECT PARTICIPANT COSTS*</u>	COSTS FOR THIS PROGRAM		
	SETA SHARE	LEVERAGED RESOURCES	TOTAL
Type/Cost Information			
1. Scholarships/Supportive/Vendor Services	\$70,000		\$70,000
Total Direct Participant Costs	\$70,000		\$70,000

*Available for obligation only. Modification of this line item requires SETA approval.

EXHIBIT 4
SPECIAL CONDITIONS

SPECIAL CONDITIONS

The Service Provider Subgrant under the WIOA between the Sacramento Employment and Training Agency and Sacramento City Unified School District is subject to the special condition(s) and timeframe(s) outlined below:

Condition(s)

Timeframe(s)

1. SUBGRANTEE shall expend a minimum of 20 percent of all WIOA Adult funds on providing training services.

2. SUBGRANTEE shall maintain all insurance coverage and is expressly required by this Exhibit to immediately notify SETA if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be cancelled, non-renewed, reduced in scope or limits or otherwise materially changed. SUBGRANTEE shall provide thirty (30) days written notice to SETA prior to such change. Ten (10) days prior written notice shall be provided to SETA in the event of cancellation due to non-payment of premium. Failure to maintain required insurance shall be considered a material breach of the SUBGRANT.

Entire term of SUBGRANT.

Entire term of SUBGRANT.

EXHIBIT 5

WIOA ASSURANCES AND CERTIFICATIONS

WIOA ASSURANCES AND CERTIFICATIONS**I. General Assurances**

- A. By signing the SUBGRANT, SUBGRANTEE assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (“WIOA”) and any State of California statutes implementing the WIOA (“State Statutes”), as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIOA and State Statutes, ONE-STOP OPERATOR's policies and procedures, the Sacramento Workforce Development Area's Workforce Investment Plan, as approved by the Governor, and the provisions of the Master Subgrant between ONE-STOP OPERATOR and the State of California.
- B. SUBGRANTEE, by signing the SUBGRANT, assures that in operating a program funded under the WIOA that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIOA and the regulations promulgated thereunder; and (2) no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I financially-assisted program or activity.
- C. SUBGRANTEE shall take every reasonable course of action in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The SUBGRANT will be administered in an impartial manner, free from efforts to obtain personal, financial or political gain. SUBGRANTEE, its officers, directors, executive staff and employees, in administering the SUBGRANT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- D. Officers, directors, executives and employees of SUBGRANTEE will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the SUBGRANT, will exercise due diligence to avoid situations which may give rise to an assertion that

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favorable treatment is being granted to friends and associates. When it is in the public interest for SUBGRANTEE to conduct business with a friend or associate of an officer, director, executive or employee of SUBGRANTEE, an elected official in the area or a member of the Workforce Investment Board, a permanent record of the transaction shall be retained.

- E. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, SUBGRANTEE, by signing the SUBGRANT, assures with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the WIOA, as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and relate medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

SUBGRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to SUBGRANTEE's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the SUBGRANTEE makes to carry out the WIOA Title I—financially assisted program or activity. SUBGRANTEE understands that the United States has the right to seek judicial enforcement of this assurance.

- F. By signing the SUBGRANT, SUBGRANTEE assures that it will designate an Equal Opportunity Officer or designate an appropriate individual responsible for

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adoption and publication of complaint procedures as required by federal regulations, 29 CFR Part 38, and that it will provide the following notice, or any applicable amended version thereof, in the manner required by 29 CFR §38.36, to applicants, eligible applicants, participants, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with SUBGRANTEE:

Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;

providing opportunities in, or treating any person with regard to, such a program or activity; or

making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

EXHIBIT 5**What To Do If You Believe You Have Experienced Discrimination**

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient 's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or

The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW., Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

II. Additional Assurances

By signing the SUBGRANT, SUBGRANTEE assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, cost principles and requirements, including the OMB Super Circular (2 CFR Part 200) and any applicable regulations of the federal funding source, as they relate to the acceptance and use of federal funds for the project funded by the SUBGRANT. By signing the SUBGRANT, SUBGRANTEE also assures and certifies with respect to the SUBGRANT that:

- A. If SUBGRANTEE is a corporation, it is registered with the Secretary of State of the State of California.

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- B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of SUBGRANTEE's governing body (i.e., Board of Directors) authorizing the execution and acceptance of the SUBGRANT, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of SUBGRANTEE to act in connection with the SUBGRANT and to provide such additional information as may be required.
- C. It will comply with Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d and 42 U.S.C. §2000e-2), as amended, and the California Fair Employment and Housing Act (FEHA) (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBGRANTEE receives federal or state financial assistance.
- D. It will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the funded activity.
- E. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107), as amended, which prohibits discrimination on the basis of age.
- F. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.
- G. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- H. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and any amendments thereto, (29 U.S.C.

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§§201 et seq.) as they apply to employees of institutions of higher education, hospitals and other nonprofit organizations as defined in these regulations.

- I. No funds received pursuant to the SUBGRANT will be used to assist, promote or deter union organizing.
- J. It will give ONE-STOP OPERATOR, the U.S. Department of Labor, the U.S. Comptroller General and the State of California, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the SUBGRANT, including the records of subcontractors performing under the SUBGRANT.
- K. It will comply with all requirements imposed by the U.S. Department of Labor, the State of California and/or ONE-STOP OPERATOR concerning special requirements of law, program requirements and other administrative requirements.
- L. It will ensure, pursuant to Executive Order 11738 and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the SUBGRANT with ONE-STOP OPERATOR are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities and that it will notify ONE-STOP OPERATOR of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- M. It will assist the U.S. Department of Labor in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593 and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. §§469 et seq.), as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by SUBGRANTEE's activity and notifying the U.S. Department of Labor of the existence of any such properties, and (b) by complying with any requirements established by the U.S. Department of Labor to avoid or mitigate adverse effects upon such properties.

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- N. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.
- O. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant or any other form of direct or indirect federal assistance.
- P. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CFR Part 85) promulgated under the foregoing statutes. By signing the SUBGRANT, SUBGRANTEE agrees that in accordance with the foregoing requirements no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this agreement.
- Q. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972 and any amendments thereto (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from

EXHIBIT 5

participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

- R. It will include for activities funded under any contract with ONE-STOP OPERATOR the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a twelve (12) month period exceeding Ten Thousand Dollars (\$10,000) in accordance with U.S. Department of Labor regulations.
- S. If the SUBGRANT is covered by a statute providing wage standards for such work, the SUBGRANTEE will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) set forth in 29 CFR §§5.5(c) and (e), or as that Act or the regulations thereunder may be amended, in any nonexempt non-construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds Two Thousand Five Hundred Dollars (\$2,500).
- T. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto (42 U.S.C. §§4321 et seq.), and Executive Order 11514, and any amendments thereto.

III. Clean Air and Clean Water Assurance and Certification

If the SUBGRANT is in excess of One Hundred Thousand Dollars (\$100,000) or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. §§7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, by signing the SUBGRANT, SUBGRANTEE assures and certifies that: (1) no facility to be utilized in the performance of the SUBGRANT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify ONE-STOP OPERATOR immediately upon the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the SUBGRANT is under consideration to be listed on the EPA List of Violating Facilities;

EXHIBIT 5

and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

IV. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333)

By signing the SUBGRANT, SUBGRANTEE assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

- A. Overtime Requirements. No SUBGRANTEE or subcontractor contracting for any part of the SUBGRANT work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times his or her basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (A), SUBGRANTEE and any subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph A, in the sum of Ten Dollars (\$10) for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph A.
- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by SUBGRANTEE or its subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such SUBGRANTEE or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph B.

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- D. Subcontracts. SUBGRANTEE shall insert in any subcontracts the clauses set forth in subparagraphs A, B, and C of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- E. Records. SUBGRANTEE shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for three (3) years from the completion of the SUBGRANT.

EXHIBIT 6

FIXED ASSETS, INFORMATION TECHNOLOGY AND LOW-VALUE INVENTORY POLICIES AND PROCEDURES

SACRAMENTO EMPLOYMENT & TRAINING AGENCY
FIXED ASSETS, INFORMATION TECHNOLOGY AND LOW-VALUE INVENTORY
POLICIES AND PROCEDURES

BACKGROUND

The following Agency Fixed Assets and Low-value Inventory Policy was approved by the Sacramento Employment & Training Agency (“SETA”) Governing Board on August 6, 2015 and supersedes the Fixed Assets Policy previously adopted on April 6, 2000. This policy applies to all programs funded by SETA.

DEFINITIONS

General Fixed Assets: All equipment (non-expendable personal property) with an acquisition cost of \$5,000.00 or more per unit and a useful life of more than one year that is purchased with funds distributed by SETA.

Information Technology (purchase with WIOA funds): The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period with WIOA funds.

Low-value Inventory: All computer hardware and expendable property of a sensitive nature (subject to loss or theft due to its size) such as photocopiers, printers, and video cameras costing in excess of \$3,000.00, but less than \$5,000.00. All Low-value Inventory shall be considered to have a useful life of five years for purposes of this policy.

Covered Equipment: Any and all General Fixed Assets, Information Technology and/or Low-value Inventory. The cost of Covered Equipment includes: the purchase price less discounts plus freight charges; sales, use and transportation taxes; and installation charges.

PRIOR APPROVAL OF FIXED ASSETS AND INFORMATION TECHNOLOGY

Expenditures for fixed assets and information technology (WIOA funds) shall be approved by SETA and/or grantor prior to the purchase of such fixed assets by subrecipient/delegate agency. Subrecipient/delegate agency shall obtain written approval of SETA and/or grantor prior to purchasing the fixed assets and information technology. For fixed assets purchase using Head Start funds, if fixed assets are approved in the annual budget, no further approvals are required.

INVENTORY OF FIXED ASSETS AND LOW-VALUE INVENTORY

All Covered Equipment will be inventoried and monitored by SETA. A physical property inventory must be taken and reconciled with the property records at least once

every two years. Replacement, transfer, tagging and disposal of any Covered Equipment shall be consistent with the following procedures.

REPLACEMENT OF COVERED EQUIPMENT

When the status of Covered Equipment is reported after the annual physical inventory, the subrecipient/delegate agency that cannot locate items of Covered Equipment assigned to it shall provide to SETA (from non-SETA sources) funds equal to the replacement value of the Covered Equipment not located.

TRANSFER OF COVERED EQUIPMENT

The subrecipient/delegate agency that receives Covered Equipment from SETA will be solely responsible for the pickup and return of such equipment to SETA. In addition, all Covered Equipment must be returned when the program operator is no longer funded by SETA.

TAGGING OF COVERED EQUIPMENT

Every purchase made with SETA funds will be processed through SETA's Fiscal Division. Each program operator must be aware that in some instances prior federal and/or state approval is necessary. The monthly fiscal claim should be accompanied by an itemized listing of Covered Equipment purchases with a copy of the invoice for each item. The listing should provide the date of acquisition, cost, serial number, and location of the Covered Equipment. SETA Fiscal will then arrange for tagging the Covered Equipment.

DISPOSITION OF COVERED EQUIPMENT

Disposition of Covered Equipment will be made in accordance with OMB Uniform Guidance (2 CFR Part 200) and applicable implementing regulations by federal funding source. Subrecipient/delegate agency shall also take reasonable measures to safeguard protected personally identifiable information from the Covered Equipment in accordance to OMB Uniform Guidance (2 CFR Part 200.82 and 200.203(e)). Covered Equipment determined to be non-usable by SETA may be sent to the County General Services for disposition. Proceeds received from disposition will be retained by SETA for future program services, as applicable to each funding source.

If it is determined that the cost of moving the non-usable Covered Equipment will exceed the potential sale proceeds from disposition, SETA may perform disposition procedure on site. In addition, any Low-value Inventory that has exceeded its useful life may be disposed of on site. If any Covered Equipment is disposed of on site, the Program Operator shall continue to use such equipment in its SETA-funded program or, if such equipment is disposed of for value, the proceeds shall be considered to be Program Income and shall be accounted for as provided in the subgrant or delegate agreement.

EXHIBIT 7
POLICY ON ADVANCES

EXHIBIT 7

POLICY ON ADVANCES

When contracting with organizations that demonstrate the willingness and ability to limit advanced funds to the actual immediate disbursement needs in carrying out Subgrantee's WIOA-funded program, SETA will, based on the financial need of the organization:

Advance up to 1/8 or 12.5% of the total subgrant amount, subject to the following conditions:

- (A) The request for advance, addressed to the SETA Fiscal Department Chief, must be in writing explaining the Subgrantee's/Delegate's financial need;
- (B) Subgrantee/Delegate must have established an acceptable accounting system;
- (C) Subgrantee/Delegate must provide SETA with an annual audit, unless waived, in writing, by SETA's Fiscal Department Chief;
- (D) Subgrantee/Delegate must provide required monthly fiscal reports and required programmatic reports in a timely manner;
- (E) Advances will be reduced to zero during the last three (3) months of the Subgrant/Agreement term.

Advances will not be provided to governmental entities (includes school districts).

EXHIBIT 8

INTELLECTUAL PROPERTY PROVISIONS

INTELLECTUAL PROPERTY PROVISIONS

This Exhibit 8 incorporates the provisions of the subgrant between the Sacramento Employment and Training Agency (“SETA”) and the State of California, Employment Development Department (“EDD”) (“Intellectual Property Provisions”). As used herein, the term “Pass-through Entity” refers to EDD, the term “Subgrantee” refers to SETA and the term “Contractor” refers to the SUBGRANTEE of the SUBGRANT to which this Exhibit 8 is attached and incorporated into by reference. SUBGRANTEE’s rights and the rights of “Subgrantee” regarding Intellectual Property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions as set forth below:

Intellectual Property Provisions. Pursuant to 2 CFR 200.315, the Pass-through Entity acquires title to intangible property, as defined in 2 CFR 200.59 (“Intellectual Property”), which results directly or indirectly from the SUBGRANT. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use Intellectual Property which results directly or indirectly from the SUBGRANT for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property which results directly or indirectly from the SUBGRANT will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

The services to be performed by SUBGRANTEE under the SUBGRANT, identified in the Program Performance Overview attached as Exhibit 2 to the SUBGRANT, do not involve the creation of Intellectual Property that is subject to the Intellectual Property Provisions above. Intellectual Property that is owned by SUBGRANTEE and used in the provision of services identified in Exhibit 2 to the SUBGRANT is not subject to the Intellectual Property Provisions above.

EXHIBIT 9
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

The following insurance requirements shall be applicable to all subgrantees, contractors and delegate agencies doing business with the Sacramento Employment and Training Agency (“SETA”) to the extent that such requirements appear in, or are incorporated into, the subgrant, contract or delegate agreement. For purposes of these insurance requirements, the term “DELEGATE” shall include any subgrantee, contractor or delegate agency of SETA, and the term “AGREEMENT” shall include any subgrant, contract or delegate agreement to which these insurance requirements are attached.

1. Fidelity and Depositors’ Forgery Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for fidelity and depositors' forgery coverages, with a carrier satisfactory to SETA, against loss due to any personnel of DELEGATE handling funds or fiscally significant documents received from or submitted to SETA under the AGREEMENT. Said insurance coverages shall be in an amount not less than (a) the amount of the AGREEMENT if less than Twenty-Five Thousand Dollars (\$25,000); or, (b) Twenty-Five Thousand Dollars (\$25,000) or twenty percent (20%) of the total amount of the AGREEMENT, whichever is greater. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after fifteen (15) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; and, (b) name SETA as a loss payee as its interest may appear.

2. Property Insurance

If, under the terms of the AGREEMENT, DELEGATE shall purchase, rent, lease, be loaned, or have legal possession of and be legally liable for any federal, state, or SETA-owned real or personal property, DELEGATE shall insure such property, with a carrier satisfactory to SETA, with a policy or policies of property insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as “all risks”, as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full One Hundred Percent (100%) insurable replacement cost of the property. Said

EXHIBIT 9

insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

3. Commercial General Liability/Incidental Medical Malpractice/Vehicle Liability

Insurance

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for commercial general liability, incidental medical malpractice and commercial vehicle liability coverage which shall include owned, hired, and non-owned vehicles, with a carrier satisfactory to SETA. Said policy must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of DELEGATE's business; personal injury and advertising injury; products-completed operations; and, liability assumed under an insured contract. Claims-made policies are not acceptable. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, directors, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage. If DELEGATE transports children in any manner in its SETA-funded program, DELEGATE shall maintain, or require its transportation contractor to maintain, liability insurance in a form and amount satisfactory to SETA. Prior to transporting any children, DELEGATE shall provide written notice to SETA that it intends to transport children and shall obtain the insurance coverage and required documentation as determined by SETA.

4. Sexual Abuse Liability Insurance

If applicable, DELEGATE shall maintain Sexual Abuse liability coverage at limits no less than One Million Dollars (\$1,000,000) per occurrence. Such coverage may be written on a stand alone basis or made part of the DELEGATE's Commercial Liability Insurance. Said insurance shall contain provisions which (a) guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply; (b) name SETA and its officers, employees and volunteers as an additional insured party under the policy; (c) state that any insurance and/or self-insurance maintained by SETA shall apply in excess of and not contribute with insurance provided by this policy; and, (d) provide a limit for such coverage of not less than One Million Dollars (\$1,000,000) per occurrence.

5. Workers Compensation

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for workers compensation, issued by an insurance carrier licensed to underwrite workers compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to the AGREEMENT who are currently eligible for coverage under existing workers compensation laws and regulations. Where participants are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance for work-related activities. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

6. Employment Practices Liability

DELEGATE shall maintain, for the term of the AGREEMENT, an insurance plan for employment practices liability which shall include third-party employment practices liability coverage. Said insurance coverages must be written on a claims-made type policy form for not less than One Million Dollars (\$1,000,000,000) per claim.

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Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

7. Accident Medical Insurance

Children and volunteers shall be provided with adequate accident medical insurance. Said insurance shall cover medical costs and health benefits for accidents (a) occurring on-site during the time they are required to be therein and thereon by reason of attendance at the Head Start site on any regular program day; (b) while attending or participating in a regularly scheduled program activity approved and supervised by proper authority of the program; and, (c) while traveling directly to and from such regularly scheduled and approved program activity with children enrolled in the program as a group, provided such group is at the time under the supervision of proper authority of the program. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

8. Professional Liability Insurance

If, under the terms of the AGREEMENT, DELEGATE employs or retains professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys), DELEGATE shall maintain, for the term of the AGREEMENT, professional liability insurance covering such professionals with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Said insurance shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply;

9. Provision of Insurance Documents

Prior to execution, commencement of performance and/or disbursement of any funds, DELEGATE's insurer(s) shall provide to SETA, policy declarations page for all required insurance coverages, and certificates of insurance and applicable

EXHIBIT 9

endorsements issued by DELEGATE's insurance carrier(s), for all required insurance coverage in amounts not less than those specified in the required coverages provided herein or otherwise required by SETA. In addition, prior to DELEGATE's purchase, possession, rental, leasing, loan, or legal possession of any federal, state, or SETA-owned property, DELEGATE's insurer(s) shall provide to SETA certificate(s) of insurance, and applicable endorsements issued by DELEGATE's insurance carrier(s), for property coverages. In the event said insurance coverages expire at any time or times during the term of the AGREEMENT, DELEGATE agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the AGREEMENT. New certificates of insurance are subject to review for content and form by SETA.

10. Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by SETA. In the sole discretion of SETA, SETA may require DELEGATE to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, directors, employees and volunteers. DELEGATE acknowledges that no SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

11. Additional Coverage

SETA reserves the right to require DELEGATE to obtain additional insurance coverage should SETA determine, in its sole discretion, that the program activities require additional coverage.

12. Changes in Coverage

If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, DELEGATE shall immediately notify SETA. In that event, SETA shall not make any further disbursements to DELEGATE and may require the return of any cash advance made to DELEGATE until SETA is satisfied that the coverage initially approved by SETA has been reinstated. In addition, SETA may suspend performance of DELEGATE's program and/or may suspend or disallow payment to DELEGATE or may terminate the AGREEMENT.

13. Deviations from Requirements

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

EXHIBIT 10

NONDISCRIMINATION ADDENDUM

NONDISCRIMINATION ADDENDUM

1. During the performance of the SUBGRANT, SUBGRANTEE and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), medical condition, age, disability, marital status, denial of family care leave, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. SUBGRANTEE and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into the SUBGRANT by reference and made a part thereof as if set forth in full.
3. SUBGRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. SUBGRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the SUBGRANT.

EXHIBIT 11

WIOA COMPLAINT/GRIEVANCE PROCEDURES

WIOA COMPLAINT/GRIEVANCE PROCEDURES

A. COMPLAINTS OF VIOLATION(S) OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

If you are a participant or other interested party affected by the America's Job Center of California System operated by the Sacramento Employment and Training Agency ("SETA"), including a one-stop partner or service provider, and you believe that a violation of the requirements of the Workforce Innovation and Opportunity Act ("WIOA") has occurred, you may file a grievance or complaint with SETA as provided in 20 CFR 683.600, *et seq.* Such grievance or complaint must be filed with SETA within one (1) year of the alleged violation. Participants have the right to receive technical assistance. Such technical assistance includes providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as the WIOA regulations, local policies, contracts, etc., and providing clarifications and interpretations or relevant provisions.

The grievance or complaint must be in writing, signed and dated by the grievant/complainant and shall contain the following information:

1. The full name, telephone number (if any) and mailing address of the grievant/complainant.
2. The full name, telephone number (if any) and mailing address of the respondent (the person or entity against whom the grievance/complaint is made).
3. A statement of the basis for the complaint, including the requirement of the WIOA that the grievant/complainant alleges has been violated.
4. A clear and concise statement of the facts, including pertinent dates, constituting the alleged violation.
5. The remedy being sought, which must be consistent with the requirement violated and the facts presented, and may only be one or more of the following remedies:
 - a. A suspension or termination of payments under the WIOA;
 - b. A prohibition of placement of a participant with an employer that has violated any requirement of the WIOA;
 - c. Reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant terms, conditions, and privileges of employment; and
 - d. Other appropriate forms of equitable relief.

Upon receipt of any such complaint or grievance, SETA will process the matter consistent with SETA's Complaint Resolution Procedure and will provide for an informal resolution or hearing of the matter within sixty (60) days of the filing of the grievance or complaint. Any grievance or complaint that alleges a labor standards violation may be submitted to binding arbitration between the parties, if a collective bargaining agreement covering the parties to the grievance or complaint so provides.

Any grievance or complaint may be appealed to the State of California, Employment Development Department (or other designated state department) if: (a) no decision is reached within sixty (60) days; or (b) either party is dissatisfied with SETA's determination.

Appeal of Local Level Decisions or Requests for EDD Review

If the Local Area has issued an adverse decision or failed to follow the procedures in this Directive, the complainant may file an appeal with the state. Additionally, if the Local Area has not issued a decision within the 60-day time limit, or if there has been any incident(s) of restraint, coercion, or reprisal at the local level as a result of filing a grievance or complaint, the complainant may file a request for EDD review.

The appeal or request for EDD review must be in writing, signed, and dated by the complainant. The state will attempt to obtain the following information. However, the absence of any of the requested information will not be used as a basis for dismissing the appeal or request for EDD review.

- The full name, telephone number, and mailing address of the complainant and the Local Area’s administrative entity.
- A statement of the basis of the appeal or request for EDD review.
- Copies of relevant documents, such as the complaint filed with the Local Area and their decision, if any was received.

Appeals must be filed or postmarked within 10 days from the date on which the complainant received an adverse decision from the Local Area. Requests for EDD review must be filed or postmarked within 15 days from either of the following:

- The date on which a complainant should have received a decision regarding a locally filed complainant, which is defined as five days from the date the decision was due.
- The date on which an instance of restraint, coercion, or reprisal was alleged to have occurred as a result of filing the complaint.

Complainants must submit appeals or requests for EDD review to the following address:

Chief, Compliance Review Office, MIC 22-M
 Employment Development Department
 P.O. Box 826880
 Sacramento, CA 94280-0001

B. COMPLAINTS OF DISCRIMINATION

If you believe that you have been discriminated against, you may file a complaint with SETA, consistent with 29 CFR Part 38 and Part 32, Subparts B and C and Appendix A. Complaints alleging discrimination should be filed within one hundred eighty (180) days of the alleged act of discrimination and should be filed with either SETA's Affirmative Action/Equal Employment Opportunity Officer (or his/her designee) or directly with the Director, Civil Rights Center, U. S. Department of Labor.

Director
 Civil Rights Center (“CRC”)
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Room N-4123
 Washington, D.C. 20210

D’et Saurbourne
 Administrative Services Deputy Director
 Sacramento Employment & Training Agency
 925 Del Paso Blvd., Suite 100
 Sacramento, CA 95815-3512
 Phone: (916) 263-3811

If you elect to file your complaint with SETA, you must wait either until SETA issues a written Notice of Final Action or until ninety (90) days have passed (whichever is sooner), before filing with

EXHIBIT 11

the CRC (see address above). If SETA has not provided you with a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you need not wait for such a Notice to be issued, but may file a complaint with the CRC within thirty (30) days of the expiration of the ninety (90) day period (in other words, within one hundred twenty (120) days after the day on which you filed your complaint with SETA). If you are dissatisfied with SETA's resolution of your complaint, you may file with CRC. Such a complaint must be filed within thirty (30) days of the date you received SETA's Notice of Final Action. A form for filing discrimination complaints with CRC is available from SETA's AA/EEO Officer. Complaints containing a variety of allegations, some of which address discrimination and others which do not, shall be bifurcated (divided into two separate parts) with the discrimination allegations forwarded to CRC and the remaining allegations to be heard by SETA.

C. ALTERNATIVE DISPUTE RESOLUTION (ADR)

As a complainant, you will be offered ADR immediately upon receipt of your complaint. The choice whether to use ADR rests with you.

If ADR is chosen, mediation will be provided. Mediation is a voluntary process during which a neutral third party will assist you and SETA to communicate concerns, and to come to an agreement about how to resolve the dispute. The mediator will not make a decision, rule as to who is right or wrong, nor will take sides or advocate for one side or the other. The role of the mediator will be to help with communication so you and SETA can reach an understanding about how to best resolve your differences.

Mediation proceedings and the information shared will be confidential and no information divulged during mediation may be used in court or any legal or administrative proceedings.

If you and SETA do not reach an agreement under ADR, you may file a complaint directly with the Civil Rights Center (CRC), as described in 29 CFR Sections 38.69 through 38.72. Either party to the agreement reached under ADR may file a complaint with the CRC in the event the agreement is breached. In such a circumstance, the following rules will apply:

- The non-breaching party may file a complaint with the CRC within thirty (30) days of the date on which the non-breaching party learns of the alleged breach.
- The CRC must evaluate the circumstances to determine whether the agreement has been breached. If the CRC determines that the agreement has been breached, you may file a complaint with the CRC based upon your original allegation(s), and the CRC will waive the time deadline for filing your complaint.

If you elect not to participate in the ADR process, SETA shall investigate the circumstances underlying the alleged complaint.

**DISCRIMINATION COMPLAINT FORM
LOCAL WORKFORCE DEVELOPMENT AREA**

This form should be used by anyone in the workforce development community system who wishes to file a discrimination complaint against any person(s)/entity. To file a discrimination complaint, complete this form, sign on page 4 and return to the One-Stop Career Center (currently branded as America’s Job Center of CaliforniaSM) Equal Opportunity Officer or Employment Development Department Field Office complaint representative.

1. Complainant Information

Miss Ms. Mrs. Mr. Other

Home Phone: () -

Work Phone: () -

Cell: () -

Name: _____

Street Address: _____

City: _____ Email: _____

State: _____ Zip Code: _____

2. Complainant Contact Information

When is it a convenient time during business hours (8 a.m. to 5 p.m.) to contact you by phone about this complaint?

Day	Monday	Tuesday	Wednesday	Thursday	Friday
Time					
Phone					

3. Contact Information for the Person(s) Who You Claim Discriminated Against You

Provide the name of the entity where person(s) work(s):

Name of person(s) who discriminated against you:

Address of person(s)/entity:

City: _____ State: _____ ZIP Code: _____

Phone: () -

Date of first occurrence: _____ Date of most recent occurrence: _____

4. Tell Us About the Incident(s)

- Explain briefly what happened and how you were discriminated against.
- Provide the date(s) when the incident(s) occurred.
- Indicate who discriminated against you. Include names and titles if possible.
- If other people were treated differently than you, tell us how they were treated differently.
- Attach any documents that you think might help us better understand your complaint.

5. Please List Below Any Person(s) (Witnesses) That We May Contact for Additional Information to Support or Clarify the Complaint.

Name	Address	Phone

6. Basis for the Discrimination

Check the type of discrimination you experienced, such as age, race, color, national origin, disability, etc. If you believe more than one basis was involved, you may check more than one box.

- | | |
|--|--|
| <input type="checkbox"/> Age - <i>provide date of birth:</i>
<input type="checkbox"/> Color
<input type="checkbox"/> National Origin (Including limited English proficiency)
<input type="checkbox"/> Retaliation
<input type="checkbox"/> Gender - <i>Specify</i> <input type="checkbox"/> F <input type="checkbox"/> M
<input type="checkbox"/> Race - <i>indicate race:</i>
<input type="checkbox"/> Political Affiliation or Belief | <input type="checkbox"/> Citizenship
<input type="checkbox"/> Disability
<input type="checkbox"/> Religion
<input type="checkbox"/> Harassment
<input type="checkbox"/> Sex (including including pregnancy, childbirth, or related medical conditions, gender identity, and transgender status)
<input type="checkbox"/> Status as a program participant under the <i>Workforce Innovation Opportunity Act</i>
<input type="checkbox"/> Other (<i>Specify</i>): |
|--|--|

7. Have You Previously Filed a Complaint Against this Person(s)/Entity? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES , answer the questions below, if NO move to section 8.	
a.	Was your complaint in writing? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	On what date did you file the complaint?
c.	Name of office where you filed your complaint: Address: _____ City: _____ State: _____ ZIP Code: _____ Phone number: () - Contact person (<i>if known</i>): _____
d.	Have you been provided a final decision or report? <input type="checkbox"/> Yes <input type="checkbox"/> No If you marked "YES", please attach a copy of the complaint.

8. What Corrective Action or Remedy Do You Seek? Please Explain.

9. Choosing a Personal Representative	
<ul style="list-style-type: none"> ▪ You may choose to have someone else represent you in dealing with this complaint. It may be a relative, friend, union representative, an attorney, or someone else. ▪ If you choose to appoint someone to represent you, all of our communication to you will be routed through your representative. 	
Do you want to authorize a personal representative to handle this complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES , complete the section below. If NO , go to Section 10.	
AUTHORIZATION OF PERSONAL REPRESENTATIVE	
I wish to authorize the individual identified below to act on my behalf as my personal representative, in matters such as mediation, settlement conferences, or investigations regarding this complaint.	
Name: _____	
<input type="checkbox"/> I am an attorney representing the complainant. <input type="checkbox"/> I am not an attorney representing the complainant.	
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____
Phone : () -	Fax: () -
Email: _____	

10. Alternate Dispute Resolution (ADR) Also Known as Mediation

Notice—You must indicate if you wish to mediate your case. The Local Area Workforce Development Area cannot begin to process your complaint until you have made a selection. Please check **YES** or **NO** in the spaces below.

- Mediation is an alternative to having your complaint investigated.
- Neither party loses anything by mediating.
- The parties to the complaint review the facts, discuss opinions about the facts, and strive for an agreement that is satisfactory for both.
 - Agreement to mediate is not an admission of guilt by the person(s)/entity that you claim discriminated against you.
 - Mediation is conducted by a trained, qualified and impartial mediator.
 - You (or your Personal Representative) have control to negotiate a satisfactory agreement.
 - **Terms of the agreement are signed by the complainant and the person(s)/entity that you claim discriminated against you.**
 - **Agreements are legally binding on both parties.**
 - If an agreement is not reached, a formal investigation will start.
 - Failure to keep an agreement will result in a formal investigation.
 - A formal investigation will be opened if retaliation is reported.
- **Do you wish to mediate your complaint?**
(Please check only one box)

YES, I want to mediate. **NO**, please investigate.

If you select “YES” you will be contacted within five business days with more information.

11. Complainant Signature

Your signature on this form will initiate the processing of this complaint. By signing this form, you are declaring under penalty of perjury that the information included is true and correct to the best of your knowledge of belief.

Signature:

Date:

EXHIBIT 12

**POLICY ON CONFIDENTIALITY OF PARTICIPANT
RECORDS**

POLICY ON CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the policy of SETA to ensure confidentiality of all participant records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, as amended. In order to implement this Policy on Confidentiality of Participant Records (the "Policy"), this statement outlines the standards which must be followed by all SETA employees, as well as all staff and Board Members of all SETA-funded programs.

Participant records, for purposes of this Policy, are defined to be those records concerning individual participants that SETA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with SETA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies operating programs who are recipients of SETA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All participant records are the property of SETA and shall revert to SETA at the termination of a Program Operator's funding. Program Operators are only the custodians of participant records and shall ensure the confidentiality of the records in their possession on behalf of SETA. Retention of all records, including participant records, is controlled by various federal and state laws and regulations, as well as SETA policies, subcontracts and subgrants. Nothing herein shall be interpreted as requiring retention of participant records by SETA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or subgrant.

ACCESS

- I. Those persons that may have possession of participant records include only:
 - a. Specific program staff designated by the Program Operator; and
 - b. Those persons designated by SETA.
- II. The only persons who may review the participant records, in addition to those specified in I, are SETA-authorized public and/or private auditors.
- III. Access by any persons to participant records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between SETA and the Program Operator. If Program Operator is an educational agency or institution, access to a participant's personally identifiable information from the student's education records may only be permitted if the student has signed a written consent authorizing release of the education records to the recipient.
- IV. Unless otherwise specifically provided for in this Policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to participant records.

DISSEMINATION OF INFORMATION

Neither SETA employees nor any Program Operator shall disseminate any information derived from participant records, without prior written approval from SETA, except in the following instances:

- a. Delivery of records to SETA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the SETA Governing Board;
- b. Delivery to an entity specifically designated in a release of information form signed by the subject participant authorizing such dissemination. In cases where the subject participant is a minor (i.e. Head Start enrollees) the release of information form must be signed by the minor's parent or guardian; or
- c. Upon request of authorized SETA auditors and staff.

PARTICIPANT ACCESS TO HIS/HER OWN RECORDS

I. All participants shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The participant may request to review his/her records at any reasonable time, during normal working hours and that request shall be granted without exception. If the participant wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents (25¢) per page.

III. For any records in the possession of SETA, a participant must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a participant wishes a copy of his/her records, such request shall be communicated in writing and such request shall be granted within five (5) working days at a cost not to exceed twenty-five cents (25¢) per page.

IV. If a participant believes there is an error in his/her records, such participant shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by both the Program Operator and SETA, and the change made if the records are inaccurate.

REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR THE FEDERAL FREEDOM OF INFORMATION ACT

Generally, information regarding personnel data on program participants is confidential and cannot be released by either SETA staff or a Program Operator.

With respect to participant information concerning participants who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance participants and certain welfare referral participants of other SETA programs), all participant information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual's right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion of personal privacy. Thus, a blanket decision to never release any participant records, in order to protect all of the participants' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a participant, unless the participant is a welfare recipient, as noted above. Although, as further noted above, each case should be reviewed on a case-by-case basis to weigh the relative interests involved, it is generally suggested that before any information other than the name, position and salary of a participant is released, that an attempt should be made to obtain the permission of the participant for the release of the information. Protection of the participant's right to privacy is significantly important enough to consider the participant's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the participant has a right to privacy. Thus, SETA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any SETA employee or any Program Operator is served with a Subpoena requesting information regarding a participant, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the participant or the participant's attorney of record stating that a Subpoena has been served and will be complied with within the appropriate time, unless a Court Order is served upon the agency prior to that date, ordering the agency not to release the information. All SETA employees and all Program Operators shall also notify the SETA Executive Director immediately after receiving a Subpoena.
2. If no Court Order is served within the period set forth, the Subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the Subpoena in order to provide the records.
3. If at any time a SETA employee or a Program Operator has concerns regarding a Subpoena or if the Subpoena has not provided adequate time for notification of the participant, the SETA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a Subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.
5. Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with Subpoena requests. If a Subpoena is personally served upon the Custodian of Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds received become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

All SETA Department Chiefs and all Program Operators should maintain a current file on all requests for information regarding program participants. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.

2. Documentation should also be made for information that was denied.

IT IS THE RESPONSIBILITY OF ALL SETA EMPLOYEES AND ALL PROGRAM OPERATORS TO ASSURE THAT THIS POLICY IS FOLLOWED. ANY DEVIATION IS GROUNDS FOR DISCIPLINARY ACTION AGAINST AN EMPLOYEE AND TERMINATION OF ANY APPLICABLE PROGRAM OPERATOR AGREEMENT.

DATE:

TO: (Participant or Participant's Attorney)

Dear _____:

Please be advised that on _____ (date) _____, the _____ (name of SETA-funded program) _____ was served with a Subpoena from _____ (party serving the Subpoena) _____ in the matter of _____ (case name) _____ requesting that the following records of _____ (name of participant) _____ be produced:

(Here recite language from Subpoena identifying records sought)

This letter serves to notify you that unless the undersigned is served with a Court Order quashing the Subpoena or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the Subpoena on _____ (date) _____.

Very truly yours,

Custodian of the Records for
(Name of SETA-funded Agency)

EXHIBIT 13

STANDARD CONDITIONS TO SERVICE PROVIDER SUBGRANT UNDER THE WORFORCE INNOVATION AND OPPORTUNITY ACT

**STANDARD CONDITIONS
TO
SERVICE PROVIDER SUBGRANT**

1. Purpose of Standard Conditions

The Sacramento Employment and Training Agency (“SETA”) is a Grant Recipient and Administrator under the Workforce Innovation and Opportunity Act (“WIOA”), as enacted or as it may be amended. SUBGRANTEE is a SUBGRANTEE of SETA under WIOA and desires to operate a program under WIOA strictly in accordance with said statutes, all applicable federal, state and local laws and administrative regulations, applicable policies of SETA, and these STANDARD CONDITIONS TO SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”). These STANDARD CONDITIONS set forth terms and conditions applicable to, and are incorporated by reference and made a part of, a SERVICE PROVIDER SUBGRANT (hereinafter the “SUBGRANT”) between SETA and SUBGRANTEE. SUBGRANTEE shall operate the activities in accordance with: the WIOA and the regulations promulgated thereunder; the Governor’s policies and procedures issued pursuant to the WIOA, and any amendments thereto, or any new legislation, regulation, policy and/or procedure which may replace the WIOA; all applicable federal, state and local laws and administrative regulations, and applicable SETA and state policies and procedures; and each of the following documents and Exhibits incorporated by reference and made a part of the SUBGRANT - *Response to Request for Proposals* prepared by SUBGRANTEE and separately submitted to SETA; Exhibit 1 - *Resolution Authorizing Execution of WIOA Service Provider Subgrant*; Exhibit 2 - *Program Performance Overview*; Exhibit 3 - *Program Budget and Cost Allocation Plan*; Exhibit 4 - *Special Conditions*, if any; Exhibit 5 - *WIOA Assurances and Certifications*; Exhibit 6 - *Fixed Assets, Information Technology and Low-Value Inventory Policies and Procedures*; Exhibit 7 - *Policy on Advances*; Exhibit 8 - *Intellectual Property Provisions*; Exhibit 9 - *Insurance Requirements*; Exhibit 10 - *Nondiscrimination Addendum*; Exhibit 11 - *WIOA Complaint/Grievance Procedures*; Exhibit 12 - *Policy on Confidentiality of Participant Records*; and Exhibit 13 - *Standard Conditions to Service Provider Subgrant*.

2. Evidence of Nonprofit Status

If SUBGRANTEE is not a public agency as defined by applicable law, SUBGRANTEE shall submit proof of continuing nonprofit status to SETA. Evidence of nonprofit status,

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in accordance with SETA's prequalification requirements, shall be on file with SETA prior to execution of the SUBGRANT. This evidence must include proof that the nonprofit corporation is run by a local board of directors. As used herein, "local board of directors" means that a majority of the members of the board of directors must reside in Sacramento County.

3. Term

The term of the SUBGRANT shall be as set forth on the front page of the SUBGRANT. SUBGRANT funds shall not, without advance written approval by SETA, be obligated before the beginning of the term or after the ending of the term.

4. Extension of Term

SETA may, at any time prior to termination of the SUBGRANT, in its sole discretion, extend the term of the SUBGRANT up to the maximum number of annual extensions set forth on the front page of the SUBGRANT by giving notice to SUBGRANTEE prior to July 1 in any given year. Any such extension shall be consistent with GRANT funding limitations, on the same terms and conditions, except that the amount of funding may be less than or greater than the amount identified in the SUBGRANT and may include, in the sole discretion of SETA, a cost-of-living adjustment (COLA) up to a maximum equal to the average All Cities CPI or no more than that proposed in SUBGRANTEE's proposal, whichever is lower. Any proposed COLA must, at a minimum, be justified by actual increases in operating costs and properly documented and negotiated with SETA's contracts accountant. Such justification does not, however, guarantee receipt of a COLA, which remains solely within the discretion of SETA. Should the amount of funding be different than identified in the SUBGRANT, program and budget modifications shall be made in proportion to this change. In addition, SETA may, in its sole discretion, provide for a unilateral modification which may provide for changes in SUBGRANTEE's performance in order to comply with applicable federal, state and/or SETA regulations, directives and policies.

5. Payment/Reporting/Fiscal Management

SETA shall reimburse SUBGRANTEE for allowable and authorized costs incurred in the performance of the SUBGRANT in accordance with the following:

(a) Total Reimbursement

Total reimbursement under the SUBGRANT shall not exceed the Award Amount set forth on the front page of the SUBGRANT.

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Reimbursement of costs incurred in the performance of the SUBGRANT shall be based on the timely filing of required reports by SUBGRANTEE. SUBGRANTEE shall be responsible for filing monthly reports with SETA no later than ten (10) calendar days after the end of each month during the term of the SUBGRANT. SETA may require SUBGRANTEE to submit other and additional reports or may require SUBGRANTEE to submit reports on a more frequent basis. These reports shall be submitted on forms provided by SETA or in the form required by SETA, and shall contain all data and information deemed necessary by SETA including, but not limited to, information or data concerning both quality and quantity of program performance setting forth the extent to which the program performance goals and standards have been met. Continued or repeated failure of SUBGRANTEE to submit timely and/or complete reports may, at the option of SETA, result in suspension and/or termination of the SUBGRANT.

(c) Final Report

All obligations incurred in the performance of the SUBGRANT must be reported to SETA within thirty (30) calendar days following the termination of the SUBGRANT to be binding upon SETA for reimbursement. Failure to timely report such obligations or debts shall be the liability solely of SUBGRANTEE.

(d) Authorized, Reimbursable and Allowable Costs

Authorized, reimbursable and allowable costs shall be determined by SETA in accordance with the Program Budget and Cost Allocation Plan approved by SETA, attached as Exhibit 3 to the SUBGRANT and incorporated therein by reference. Supplies, materials, equipment or services purchased with SUBGRANT funds shall be used solely for purposes allowed under the SUBGRANT. In order to be eligible for reimbursement under the SUBGRANT, performance and all expenditures must be consistent with said Program Budget and Cost Allocation Plan, the SUBGRANT, and all applicable laws and regulations, including SETA policies and procedures. Expenditures of SUBGRANTEE must be commensurate with the service provided and shall not exceed allowable budget amounts without a formally-approved budget modification. SETA reserves the right, in its sole discretion, to adjust SUBGRANTEE's claims if such claims are not commensurate with the services rendered. If SUBGRANTEE's claims exceed the level of cost per

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participant served, they may be subject to a reduction. Funding provided pursuant to the SUBGRANT will not be used by SUBGRANTEE to offset funding otherwise available from the State of California (hereinafter referred to as the "State") or SETA in SUBGRANTEE's operations of WIOA programs, nor shall such funds be used to duplicate facilities or services available in Sacramento County (with or without reimbursement) from federal, State or local sources without the express written approval of SETA.

(e) Procurement

SUBGRANTEE, in its procurement activities under the SUBGRANT, shall comply with all applicable federal and State procurement regulations, as well as other applicable federal, State and SETA guidelines, procedures and policies. SUBGRANTEE agrees to assume all responsibility for such SUBGRANTEE procurement activities and agrees to indemnify and hold SETA harmless from any audit exceptions relative to a violation by SUBGRANTEE of any procurement requirement.

- (1) Contracts for Professional Services - Pursuant to the provisions of the federal Office of Management and Budget ("OMB") requirements contained in the OMB Super Circular (2 CFR Part 200) and any applicable implementing regulations or any subsequently-promulgated replacement OMB Circulars or regulations, whichever are applicable, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of SUBGRANTEE and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
- (2) Fixed Assets - Expenditures for fixed assets shall be approved by SETA prior to the purchase of such fixed assets by SUBGRANTEE. If fixed assets are approved in the annual budget, no further approvals are required. If fixed assets are not included in the approved annual budget, SUBGRANTEE shall obtain written approval of SETA prior to purchasing the fixed assets. If fixed assets are to be used for more than the WIOA program, the cost shall be allocated accordingly. For the purpose of the SUBGRANT, fixed assets shall be defined in accordance with SETA's Fixed Assets, Information Technology and Low-Value Inventory Policies

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and Procedures, attached as Exhibit 6 to the SUBGRANT and incorporated therein by reference.

(f) Separate Accounting/Advances

SUBGRANTEE shall keep a separate accounting for the funds provided under the SUBGRANT, and no part of any funds advanced shall be commingled with other funds of SUBGRANTEE. Advance payments shall be made in accordance with SETA's Policy on Advances, attached as Exhibit 7 to the SUBGRANT and incorporated therein by reference. All WIOA funds must be deposited in a bank account at a financial institution insured by the FDIC, and any balance exceeding the FDIC coverage must be collaterally secured. SETA shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

(g) Minority Businesses

SUBGRANTEE acknowledges that, consistent with the national and state goal of expanding the opportunities for minority business enterprises, SUBGRANTEE and its subcontractors are encouraged to use minority-owned banks (banks which are owned at least fifty percent (50%) by minority group members). A list of minority-owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, D.C. 20230.

(h) Claim Funds

Approved claims shall be paid only from funds granted to SETA by the State of California, Employment Development Department (hereinafter referred to as the "EDD") pursuant to WIOA, and SUBGRANTEE hereby waives any claim it may have against any other funds of SETA. The SUBGRANT is valid and enforceable only if sufficient funds are made available to SETA by the EDD for the purpose of conducting the program identified in the SUBGRANT. Any expenditures or obligations by SUBGRANTEE made prior to the commencement date of the term of SETA's agreement with the EDD will not be accepted by SETA for reimbursement and SETA shall have no obligation to SUBGRANTEE regarding these claims or any costs or debts incurred by SUBGRANTEE prior to such commencement date.

(i) Close-Out

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SUBGRANTEE agrees to cooperate fully with SETA to ensure that the program authorized in the SUBGRANT is “closed-out” within thirty (30) calendar days of the termination of the SUBGRANT. Full cooperation shall require SUBGRANTEE to complete and to furnish to SETA a number of documents which SETA shall specify. All unexpended funds shall revert to SETA.

(j) Travel and Per Diem Costs

SUBGRANTEE shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to SETA employees or to non-represented State employees (see Title 2 California Code of Regulations Section 599.619), whichever is lower. Out-of-state travel expenses are not reimbursable without prior authorization. Prior written authorization may be obtained by entering estimated out-of-state travel in the Program Budget and Cost Allocation Plan. Out-of-state travel expenses which are not specifically approved are not allowable.

6. Accounting, Records, Reports, Audit, Inspection

(a) Establishment and Maintenance of Records

- (1) All records maintained by SUBGRANTEE shall meet the federal OMB requirements contained in the OMB Super Circular (2 CFR Part 200), any applicable federal regulations implementing the Super Circular and any subsequently-promulgated replacement circular.
- (2) SUBGRANTEE shall establish such fiscal controls, recordkeeping and accounting procedures as required by WIOA and State and federal regulations and as may be deemed necessary by the Governor or SETA to ensure the proper disbursement of, and accounting for, funds paid to SUBGRANTEE pursuant to the SUBGRANT. SUBGRANTEE shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the expenditure of funds under the SUBGRANT is in accordance with the terms of the SUBGRANT, applicable federal and State regulations and circulars, and SETA policies and procedures. If SUBGRANTEE is a public body, funds shall be distributed through the chief fiscal officer who shall be familiar with the applicable regulations.

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- (3) SUBGRANTEE shall maintain a financial management system that provides for the following:
 - (i) Accurate, current and complete disclosure of the financial status of the SUBGRANT;
 - (ii) Records that identify adequately the source and application of funds for State and federally-supported activities. These records shall contain information pertaining to State and federally-funded awards, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures;
 - (iii) Effective control over and accountability for all funds, property and other assets;
 - (iv) Procedures prohibiting volunteers from handling funds or fiscally significant documents received from or submitted to SETA;
 - (v) A comparison of actual expenditures with budgeted amounts and the relationship of specific performance and costs incurred;
 - (vi) Procedures for determining reasonableness, allowability and allocability of costs;
 - (vii) Accounting records that are supported by source documentation; and
 - (viii) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- (4) SETA reserves the right to review services, service levels and billing procedures as these impact charges against the SUBGRANT.
- (5) Upon request from SETA, SUBGRANTEE shall submit a certificate prepared by an independent accountant stating that SUBGRANTEE's accounting system and internal controls are adequate to record and safeguard the assets entrusted to SUBGRANTEE.

(b) Income Generation

SUBGRANTEE shall timely report to SETA the source and amount of any income generated as a result of services, activities and/or disposition of equipment funded under the SUBGRANT and shall abide by SETA directives regarding the use of such income. SUBGRANTEE shall not expend SUBGRANT-related income unless or until authorized, in writing, by SETA.

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(c) Coordination of WIOA Training Funds

WIOA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the costs of their training, or require additional assistance to pay for such training. SUBGRANTEE shall coordinate training funds available and make funding arrangements with America's Job Center of California partners and other entities to apply these provisions. SUBGRANTEE shall consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIOA funds supplement other sources of training grants. Other government Education Assistance Programs include, but are not limited to, the Pell Grant program, the Supplemental Education Opportunity Grant program, the Work-study program, and federal loan programs such as federal Perkins Loans, federal Stafford Loans and federal Direct Stafford Loans, Cal Grant C and California Guaranteed Student Loans. Receipt of Education Assistance Program funds shall be recorded in the Individual Employment Plan of each participant, which shall identify the participant's training-related financial assistance needs and the mix of WIOA and other education assistance program funds, including Pell Grant funds. SUBGRANTEE shall ensure, to the maximum extent practicable, that available federal, state, and local resources are coordinated sufficiently to meet the training and education-related costs of services, so that the participant can afford to complete the agreed-upon program successfully.

(d) Additional Funding

SUBGRANTEE shall notify SETA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the program. Upon receipt of such written notification, SETA, in its sole discretion, may reduce payment to SUBGRANTEE hereunder upon redetermination of the appropriateness of the reimbursement of costs under the SUBGRANT.

(e) Reports

SUBGRANTEE shall maintain such program and fiscal records and shall make such program and fiscal reports as may be required by SETA. SUBGRANTEE shall comply with procedures established by SETA regarding timely completion and submission of required reports.

(f) Preparation of Records and Examination of Records and Facilities

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SUBGRANTEE shall prepare and maintain records as required by SETA which relate to SUBGRANTEE'S performance under the SUBGRANT, specifically including, but not limited to, records pertaining to program activities, service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, the U.S. Department of Labor (hereinafter referred to as the "DOL"), the EDD, the Office of Inspector General (hereinafter the "OIG") and the Comptroller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records or other records of SUBGRANTEE and all subcontractors that are pertinent to the SUBGRANT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of SUBGRANTEE. This right also includes timely and reasonable access to SUBGRANTEE and all subcontractor personnel for the purposes of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in Paragraph 6(h), below. SETA shall have the further right to observe, monitor, evaluate and examine SUBGRANTEE's program operation and its offices and facilities utilized in the performance of the SUBGRANT.

(g) Participant Files

SUBGRANTEE shall ensure that SUBGRANTEE and all subcontractors will maintain individual participant case files and make these files available to and open for inspection by appropriate SETA, EDD and federal DOL representatives.

(h) Preservation of Records

SUBGRANTEE shall preserve and make available all of its records related to the SUBGRANT and any extension or renewal thereof, including, but not limited to, all financial, statistical, property and participant records and supporting documentation until the expiration of such period of time as required by applicable law or notification from SETA, but in no event less than the expiration of four (4) years from the later of:

- (1) The date of final payment to SUBGRANTEE under the SUBGRANT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which the SUBGRANT or any extension or renewal thereof is terminated; or

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(3) The completion and finalization of all pending federal, State and SETA audits for the fiscal year during which the SUBGRANT is terminated.

If, at the end of four (4) years, there is ongoing litigation or any claim or audit remains unresolved, SUBGRANTEE shall retain the records until final resolution of such litigation, claim or audit. If the SUBGRANT is terminated or if SUBGRANTEE is not refunded in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to SUBGRANTEE. In the event the records pertaining to the SUBGRANT are maintained outside Sacramento County, California, SUBGRANTEE shall, at its sole cost, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(i) Documentation of Costs

All costs shall be supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to the SUBGRANT, shall be clearly identified and readily accessible.

(j) Support of Salaries and Wages

Charges to the program for salaries and wages of SUBGRANTEE's employees shall be based upon documented payrolls approved by a responsible official of SUBGRANTEE. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to the SUBGRANT. Reports maintained by SUBGRANTEE to satisfy these requirements shall meet the following standards:

(1) The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support for charges to the program.

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- (2) Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to SUBGRANTEE.
 - (3) The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and shall state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
 - (4) The reports shall be prepared at least monthly and shall coincide with the appropriate reporting period.
 - (5) Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, shall also be supported by records indicating the total number of hours worked each day, maintained in accordance with DOL regulations implementing the Fair Labor Standards Act. For the purpose of the SUBGRANT, the term “nonprofessional” employee shall have the same meaning as “nonexempt” employee under the Fair Labor Standards Act.
 - (6) Salaries and wages shall be paid in accordance with the Program Budget and Cost Allocation Plan, attached to the SUBGRANT as Exhibit 3 and incorporated therein by reference.
- (k) Disallowed Costs
 SUBGRANTEE will be liable for and will repay to SETA any amounts expended under the SUBGRANT found not to be in accordance with the WIOA and the provisions of the SUBGRANT including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIOA.
- (l) Audit and Monitoring
 SUBGRANTEE shall comply with the audit requirements set forth in the Super Circular (2 CFR Part 200) and any applicable federal implementing regulations. SUBGRANTEE is responsible for procurement of an annual audit of funds provided by SETA under the SUBGRANT as specified in the Super Circular or any subsequently-promulgated replacement circular. All agreements entered into by SUBGRANTEE with audit firms for purposes of conducting independent audits

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under the SUBGRANT shall contain a clause permitting SETA, the federal government and the State of California, or their designees, access to the working papers of said audit firm(s). The cost of the final audit may be paid from a portion of the funds provided by the SUBGRANT if such payment is authorized by the Super Circular or any subsequently-promulgated replacement circular. Said audit shall be conducted in accordance with generally accepted accounting principles and auditing standards. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants ("AICPA") and any other applicable state and federal guidelines. In addition, the audit shall break out and report contracts by both contract and grant year, rather than just by contract, in the Schedule of Expenditures of Federal Awards. The report shall show receipt and expenditure of the funds provided under the SUBGRANT. SUBGRANTEE shall provide SETA one (1) copy of the audit report no later than one hundred eighty (180) calendar days after the end of SUBGRANTEE's fiscal year. Said report shall be sent to:

Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815-3512

Additionally, the State of California, the California Bureau of State Audits, the federal government and SETA, or their individual designees, shall have the right to monitor and audit SUBGRANTEE and all subcontractors providing services under the SUBGRANT through on-site inspections and audits and other applicable means as the State, the Bureau of State Audits, the federal government or SETA determine necessary. Said designee may be an independent auditor. Such monitoring and audits shall be conducted at the discretion of any one of the above-identified entities according to all applicable laws and regulations. SUBGRANTEE shall have the responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state and federal audit agencies directly related to provisions of the SUBGRANT. SUBGRANTEE shall be liable to SETA for the full amount of SETA's liability to the State of California or to the federal government

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resulting from any audit exceptions relating to SUBGRANTEE's performance under the SUBGRANT.

7. Special SUBGRANT Conditions

SETA shall have the right, in its sole and exclusive discretion, to impose, in accordance with applicable regulations, special conditions that correspond to the degree of risk assessed if SETA has determined that SUBGRANTEE:

- (a) Has a history of unsatisfactory performance;
- (b) Is not financially stable;
- (c) Has a management system which does not meet the management standards set forth in the SUBGRANT; or
- (d) Has not conformed to terms and conditions of a previously awarded subgrant.

Special funding restrictions shall be included in the SUBGRANT that correspond to the degree of risk assessed. Funding restrictions may include, but are not limited to:

- (i) Payment on a reimbursement basis;
- (ii) Withholding authority to proceed to next phase until receipt of evidence of acceptable performance within a given funding period;
- (iii) Requiring additional and/or more detailed financial or performance reports;
- (iv) Additional monitoring;
- (v) Requiring SUBGRANTEE to obtain specific technical or management assistance; and/or
- (vi) Establishing additional prior approvals.

If any such funding restrictions are imposed by SETA, SETA shall notify SUBGRANTEE, in writing, of:

- (i) The nature of the funding restrictions;
- (ii) The reason(s) the funding restrictions were imposed;
- (iii) The corrective actions which must be taken by SUBGRANTEE before the funding restrictions will be removed and the time allowed for completing the corrective actions; and
- (iv) The method of requesting reconsideration of the restrictions imposed.

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Any notice of special conditions shall be substantially in the form attached as Exhibit 4 to the SUBGRANT and incorporated therein by reference.

8. Deobligation of Funds

Should SUBGRANTEE fail to timely meet the performance standards as set forth in the SUBGRANT (specifically including the *Response to Request for Proposals*, submitted separately by SUBGRANTEE to SETA and hereby incorporated into the SUBGRANT by reference) for the operation of the program identified in the SUBGRANT, SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. Should the EDD reduce funding to SETA, SETA may, notwithstanding any other provision of the SUBGRANT, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw funds allocated to SUBGRANTEE pursuant to the SUBGRANT or, in SETA's sole discretion, terminate the SUBGRANT. In the event of deobligation, SETA may unilaterally amend the SUBGRANT identifying the deobligation. SETA shall have no liability to SUBGRANTEE based upon said deobligation or termination, specifically including, but not limited to, any liability for SUBGRANTEE's consequential damages.

9. Suspension or Disallowance of Payments/Suspension of Performance

SETA may at any time elect, in its sole discretion and without any liability to SUBGRANTEE, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of the SUBGRANT, to suspend or disallow payment to SUBGRANTEE in whole or in part under the SUBGRANT, and/or to suspend performance under the SUBGRANT, in the event of any of the following occurrences:

- (a) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of suspension on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (1) false information is contained in any certification; or (2) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (b) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;

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- (c) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (d) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;
- (e) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
- (f) If SUBGRANTEE maintains a pattern of discrimination;
- (g) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
- (h) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
- (i) If SUBGRANTEE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding or has a receiver appointed for its property;
- (j) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
- (k) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
- (l) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
- (m) If the EDD suspends its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
- (n) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.

Any obligations incurred by SUBGRANTEE during the suspension period will not be allowed unless expressly authorized by SETA in the written notice of suspension or in a specific written authorization document.

10. Termination of SUBGRANT**(a) For Debarment**

If, at any time during the term of the SUBGRANT, SUBGRANTEE is included on any federal List of Parties Excluded from Federal Procurement and Non-procurement Programs and, therefore, is debarred from receiving federal funds, the SUBGRANT shall automatically terminate at the beginning of the next ensuing program year commencing on July 1 of the year of debarment. Since SUBGRANTEE will have previously been provided with an opportunity to appeal relative to the unpaid final debt from which debarment has emanated, SUBGRANTEE shall have no right to appeal its debarred status or the termination of the SUBGRANT resulting therefrom.

(b) For Cause

SETA may terminate the SUBGRANT in the following instances by giving written notice to SUBGRANTEE at least five (5) calendar days prior to the effective termination date stated in the notice:

- (1) If SUBGRANTEE fails to comply with all requirements of the certifications made in the SUBGRANT or any of the exhibits thereto. In the event of termination on this basis, SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA or the EDD determines that any of the following has occurred: (A) false information is contained in any certification; or (B) SUBGRANTEE has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) If SUBGRANTEE shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with the SUBGRANT;
- (3) If SUBGRANTEE submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
- (4) If SUBGRANTEE shall fail to submit timely and/or complete claim forms;

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- (5) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of its activities and program;
- (6) If SUBGRANTEE maintains a pattern of discrimination;
- (7) If SUBGRANTEE is in default of any of the provisions of the SUBGRANT or violates any of the covenants, assurances, stipulations or conditions of the SUBGRANT;
- (8) If SUBGRANTEE shall fail, for any reason, to fulfill in a timely, proper and reasonable manner its obligations under the SUBGRANT;
- (9) If SUBGRANTEE dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
- (10) If the EDD reduces funding to SETA below the amount in existence at the time the parties entered into the SUBGRANT;
- (11) If SUBGRANTEE utilizes funds provided under the SUBGRANT ineffectively or improperly;
- (12) If SUBGRANTEE fails to comply with applicable federal, state and local laws, administrative regulations, executive orders or Governor or SETA policies and procedures;
- (13) If the EDD suspends or terminates its obligations under the agreement between the EDD and SETA (should this occur and SETA is unable to give SUBGRANTEE five (5) calendar days' notice, SETA shall provide SUBGRANTEE reasonable notice under the prevailing circumstances); or
- (14) If SUBGRANTEE is unable or unwilling to comply with any additional conditions as may be lawfully applied by the DOL, the EDD, the Governor or SETA.

(c) For Convenience

SETA may terminate the SUBGRANT for convenience at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

(d) Payment Upon Termination

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If the SUBGRANT is terminated by SETA, as provided in this Paragraph 10, SUBGRANTEE, as its sole remedy, shall be paid for costs actually incurred to the date of termination, less the amount of any advance payment previously made and not accounted for. Upon termination of the SUBGRANT, SUBGRANTEE shall not incur any obligations after the effective date of such termination, unless expressly authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for any claims of SUBGRANTEE for consequential damages. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under the SUBGRANT shall, at the option of SETA, become the property of SETA or be otherwise disposed of as directed by SETA. Notwithstanding the above, SUBGRANTEE shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of the SUBGRANT by SUBGRANTEE, including SETA's liability for funds wrongfully used or misspent by SUBGRANTEE, disallowed costs, or audit exceptions under the SUBGRANT, and SETA may withhold any payment or reimbursement to SUBGRANTEE for purposes of setoff until such time as the exact amount of damages due SETA from SUBGRANTEE is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of the SUBGRANT, shall release SUBGRANTEE from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment or reimbursement due SUBGRANTEE.

11. Procedures for Corrective Action

- (a) Whenever SETA has reasonable cause to believe that SUBGRANTEE has failed to comply with any provision of the WIOA, State of California legislation implementing the WIOA, any provision of the SUBGRANT, SETA or Governor policies or procedures, and/or applicable federal, state and local laws, executive orders, or administrative regulations, then SETA may, in lieu of immediately giving notice of termination of the SUBGRANT pursuant to the provisions of Paragraph 10 above, order corrective action and disallow, suspend or delay any and all payments under Paragraph 9 above, and/or suspend performance under the SUBGRANT, until such failure is rectified.
- (b) If corrective action is ordered, SETA shall give SUBGRANTEE reasonable written

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notice (generally no more than thirty (30) calendar days) setting forth the nature of SUBGRANTEE's noncompliance and identifying a procedure whereby SUBGRANTEE and its officers or responsible representative may have an opportunity to meet with SETA for the purpose of considering the nature of corrective action.

- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to SETA as to the implementation process.
- (d) SETA may suspend or disallow payments to SUBGRANTEE and/or suspend performance in accordance with Paragraph 9 above during said period of corrective action.
- (e) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, SETA shall recommend to SETA's Governing Board that the SUBGRANT be terminated in accordance with the provisions of Paragraph 10 above.
- (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the payment of funds to SUBGRANTEE when SETA has reasonable cause to believe that SUBGRANTEE has misspent or claimed funds fraudulently and shall cause to be served upon SUBGRANTEE notice of termination pursuant to Paragraph 10 above.

12. Property

- (a) Any real and personal property acquired by SUBGRANTEE pursuant to the SUBGRANT shall be subject to all rules, procedures and restrictions as set forth in all applicable federal, State and local laws and administrative regulations, including SETA's policies and procedures, and any other applicable procedures or regulations that may be established by the federal government, the State of California and/or SETA. Said property shall be used solely for purposes of fulfilling SUBGRANTEE's obligations under the SUBGRANT unless otherwise approved in writing by SETA. If real or personal property is used for other than the WIOA program, the cost shall be allocated accordingly. All property purchased must be in accordance with the provisions of the SUBGRANT, including the Program Budget and Cost Allocation Plan, attached thereto as Exhibit 3 and incorporated therein by reference. However, any other provision of the SUBGRANT

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notwithstanding, SUBGRANTEE shall not make any improvement to real property in the amount of One Thousand Dollars (\$1,000) or more or purchase any computer-related equipment without the advance written approval of SETA. Title to real and personal property purchased with funds provided under the SUBGRANT shall vest in SETA and shall, at SETA's request and discretion, be returned to SETA upon termination of the SUBGRANT. At the time of purchase of equipment under the terms hereto, SUBGRANTEE shall submit a list of such equipment in accordance with instructions from SETA.

- (b) Title to intangible personal property produced or acquired pursuant to the SUBGRANT, including patents and copyrights, shall vest and be held in accordance with applicable SETA, DOL and EDD requirements. SUBGRANTEE shall immediately report to SETA any discovery or invention that arises or is developed in the performance of or under the SUBGRANT.
- (c) SUBGRANTEE shall exercise due care in the use, maintenance, protection and preservation of SETA-owned property in SUBGRANTEE's possession or any other property purchased by SUBGRANTEE with funds provided under the SUBGRANT. Such care shall include insurance coverage against loss or damage to such property.

13. Intellectual Property Provisions

SUBGRANTEE acknowledges that its rights and the rights of SETA regarding intellectual property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions of SETA's State subgrant and, accordingly, SUBGRANTEE shall comply with the Intellectual Property Provisions attached to the SUBGRANT as Exhibit 8 and incorporated therein by reference.

14. License for Use

SETA, the federal government and the State of California shall have a royalty-free, nonexclusive and irrevocable license to publish, translate or use, now or hereafter, all material subject to copyright developed under the SUBGRANT including those covered by copyright. SETA reserves the right to use and reproduce all reports and data produced and delivered pursuant to the SUBGRANT and reserves the right to authorize others to use and reproduce such materials. Any other provision of the SUBGRANT notwithstanding, SUBGRANTEE shall grant to SETA, the federal government and the State a royalty-free, nonexclusive and irrevocable license throughout the world, for

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government purposes, to publish, translate, reproduce, deliver, perform, dispose of and to authorize others to do so, all data now or hereafter covered by copyright; provided that, with respect to data not originated in the performance of the SUBGRANT, such license shall be only to the extent that SUBGRANTEE has the right to grant such license without becoming liable to pay compensation to others because of such grant. SUBGRANTEE shall exert all reasonable effort to advise SETA, at the time of delivery of data furnished under the SUBGRANT, of all invasions of the right to privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of the SUBGRANT and not licensed under this paragraph. SUBGRANTEE shall not affix any restrictive markings upon any data, and if such markings are affixed, SETA shall have the right at any time to modify, remove, obliterate or ignore such markings. SUBGRANTEE shall report to SETA, promptly and in written detail, each notice of claim of copyright infringement received by SUBGRANTEE with respect to all data delivered under the SUBGRANT.

15. Right to Reuse

If, under the provisions of the SUBGRANT, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, then the methods, materials, logic and systems developed pursuant to the SUBGRANT shall be the property of SETA, and may be used as SETA sees fit, including the right to reuse and publish the same without limitation.

16. Insurance

During the term of the SUBGRANT, SUBGRANTEE shall maintain insurance coverages in conformance with the Insurance Requirements of Exhibit 9, attached to the SUBGRANT and incorporated therein by reference.

17. Facilities

SUBGRANTEE shall operate the program(s) funded by the SUBGRANT in facilities that meet federal, State and local safety and health laws and regulations, including, but not limited to, federal and State occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws, regulations, and any subsequent amendments thereto.

18. Personnel

(a) By signing the SUBGRANT, the SUBGRANTEE represents that it has, or will

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secure at its own expense, all personnel required to perform its obligations under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with SETA, and SUBGRANTEE shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of the SUBGRANT.

- (b) If the SUBGRANT includes services in excess of Two Hundred Thousand Dollars (\$200,000), SUBGRANTEE shall give priority consideration in filling vacancies in positions funded by the SUBGRANT to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- (c) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that:
 - (i) No apparel, garments or corresponding accessories, equipment or supplies furnished pursuant to the SUBGRANT have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor; and
 - (ii) That SUBGRANTEE adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.
- (d) All of the obligations and/or services to be performed by SUBGRANTEE pursuant to the SUBGRANT shall be performed by SUBGRANTEE or by employees of SUBGRANTEE under SUBGRANTEE's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services.
- (e) SUBGRANTEE shall ensure that in the performance of its obligations under the SUBGRANT, no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of SUBGRANTEE's obligations, as determined by SETA, shall be employed, engaged or retained.
- (f) In the event that the DOL, the EDD, or SETA, in their sole discretion, either

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singularly or jointly, at any time during the term of the SUBGRANT, desires the removal of any person or persons assigned by SUBGRANTEE to perform services pursuant to the SUBGRANT, SUBGRANTEE shall remove any such person immediately upon receiving notice from the DOL, the EDD or SETA.

- (g) SUBGRANTEE shall not substitute for personnel set forth in its proposal or the SUBGRANT without the prior written consent of SETA.

19. Maintenance of Effort

By signing the SUBGRANT, SUBGRANTEE agrees and certifies that in the performance thereof:

- (a) No currently-employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits).
- (b) SUBGRANTEE shall consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under the SUBGRANT. SUBGRANTEE's program shall not impair existing contracts for services or existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) calendar days of receipt thereof.
- (c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the SUBGRANT.
- (d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

20. Debarment, Suspension, Termination and/or Revocation

- (a) By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, and any replacement regulations subsequently adopted, and

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that to the best of its knowledge that neither it nor any of its principals to be used in the performance of the SUBGRANT:

- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding the SUBGRANT 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) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a)(2) of this Paragraph 20; and
 - (4) Has within a three (3) year period preceding the SUBGRANT had one or more public (federal, state or local) transactions terminated for cause or default.
- (b) If unable to certify to the best of its knowledge the statements set forth above, SUBGRANTEE and/or any of its principals shall attach to the SUBGRANT an account of the circumstances and any explanations therefor.
- (c) SUBGRANTEE shall also require this certification from any subcontractors that perform services under the SUBGRANT.

21. Pro-Children Act of 1994

SUBGRANTEE shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 and SUBGRANTEE shall not permit smoking in any portion of any indoor facility owned, leased or contracted by SUBGRANTEE and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded pursuant to the SUBGRANT.

22. Prior Findings

SUBGRANTEE, by signing the SUBGRANT, certifies under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the federal government, the State of California or SETA, and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

23. National Labor Relations Board Certification

By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a federal court, has been issued against SUBGRANTEE within the immediately preceding two-year period because of SUBGRANTEE's failure to comply with an order of a federal court which orders SUBGRANTEE to comply with an order of the National Labor Relations Board.

24. Wages/Salary and Bonus Limitations

SUBGRANTEE agrees to comply with applicable regulations and standards of the federal and State governments and SETA's policies and determinations in establishing wages and prices. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including any funds paid to SUBGRANTEE under the SUBGRANT, shall be used by SUBGRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter 5-06 for further clarification. The incurrence of costs and receipt of reimbursement for such costs under the SUBGRANT shall constitute certification that SUBGRANTEE has read, and is in compliance with, this condition.

25. Nepotism

No member of the immediate family of any officer, director, executive or employee of SUBGRANTEE, SETA or the EDD shall receive favorable treatment for enrollment in services provided by, or employment with, SUBGRANTEE, nor shall any individual be placed in a WIOA employment activity funded under the SUBGRANT if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or on-the-job training position funded under WIOA, if a member of that person's immediate

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family is employed in an administrative capacity for SETA, SUBGRANTEE or any employment contractor of SUBGRANTEE. However, where an applicable federal, State or local statute regarding nepotism exists which is more restrictive than this provision, SUBGRANTEE and SUBGRANTEE's contractors shall follow the federal, State or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of SUBGRANTEE, or where that individual would be the supervisor of an individual paid with funds provided under the SUBGRANT or performing duties under the SUBGRANT.
- (c) The term "staff position" refers to all staff positions providing services under WIOA, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Standards of Conduct/Conflict of Interest

- (a) Every reasonable course of action shall be taken by SUBGRANTEE in order to maintain the integrity of the expenditure of public funds pursuant to the SUBGRANT and to avoid favoritism and questionable or improper conduct. The SUBGRANT shall be administered in an impartial manner, free from efforts to gain personal, financial or political gain. SUBGRANTEE shall conform to the nondiscrimination requirements as referenced in WIOA Section 188.
- (b) Neither an officer, director, executive or employee of SUBGRANTEE, nor an elected official in the area or a member of a Workforce Investment Board, shall solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by SETA or SUBGRANTEE.
- (c) SUBGRANTEE shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the

performance of the SUBGRANT, in awarding financial assistance and in the conduct of procurement activities involving WIOA funds.

- (d) SUBGRANTEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (e) SUBGRANTEE shall abide by all applicable federal and State laws and regulations and SETA's policies regarding conflict of interest.

27. Employment of Former State Employees

SUBGRANTEE shall ensure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by the SUBGRANT will not be assigned to any part or phase of the activities conducted pursuant to the SUBGRANT for a period of not less than two (2) years following the termination of such employment.

28. Nondiscrimination/Equal Opportunity

In addition to the Nondiscrimination and Equal Opportunity assurances contained in the Assurances and Certifications attached as Exhibit 5 to the SUBGRANT and the Nondiscrimination Addendum attached as Exhibit 10 to the SUBGRANT (each incorporated therein by reference), the SUBGRANT and any subcontract thereunder is subject to, and by executing this SUBGRANT, SUBGRANTEE certifies that it will comply fully with the following laws: (a) the President's Executive Order 11246 entitled "Equal Employment Opportunity," and any subsequent amendments thereto specifically including the President's Executive Order 11375 and supplemented in 41 CFR, Part 60, as amended; (b) The Americans with Disabilities Act of 1990 (Public Law 101-336), and any subsequent amendments thereto; (c) Title VI and Title VII of the Civil Rights Act of 1964, and any subsequent amendments thereto; (d) Revised Order #4 of the Federal Register; (e) the California Fair Employment and Housing Act, and any subsequent amendments thereto; and (f) all requirements imposed by or pursuant to regulations of the DOL, the EDD and SETA. SUBGRANTEE shall ensure that any service, financial aid program or other benefit to be provided by SUBGRANTEE under the SUBGRANT or any activity supported by the SUBGRANT shall be furnished without discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including

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limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall not deny any individual an opportunity to participate in, or enjoy the services or benefits of, the SUBGRANT on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall also state in all solicitations or advertisements for employment placed by or on behalf of SUBGRANTEE, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I-financially assisted program or activity. SUBGRANTEE shall recognize the right of SETA,

the United States Government and/or the State of California to seek judicial enforcement of the foregoing covenants against discrimination.

29. Section 504 of the Rehabilitation Act

SUBGRANTEE shall abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

30. Complaints/Grievances

SUBGRANTEE shall provide a process for dealing with grievances and complaints from participants and other interested parties affected by SUBGRANTEE's programs funded pursuant to the SUBGRANT. This system shall be in accordance with the WIOA Complaint/Grievance Procedures issued by SETA, attached to the SUBGRANT as Exhibit 11 and incorporated therein by reference.

31. Coordination of Programs and Activities

SUBGRANTEE shall, to the maximum extent feasible, coordinate all programs and activities supported under the SUBGRANT with other programs under the WIOA, the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

32. Confidentiality

SUBGRANTEE shall abide by all applicable laws, regulations, Governor and SETA policies and procedures regarding the release of participant identities and information. A copy of SETA's Policy on Confidentiality of Participant Records is attached to the SUBGRANT as Exhibit 12 and incorporated therein by reference. The State of California provides to SETA information resources, including data (information) and application (program) files and databases. The State information is confidential when it defines an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification and destruction. Sources of information include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug

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Programs and individuals requesting program services. If SUBGRANTEE receives any confidential information, either directly or through SETA, pursuant to the SUBGRANT, SUBGRANTEE shall:

- (a) Keep all such information in the strictest confidence and make the information available to its own employees only on a “need-to-know” basis as specifically authorized by SETA.
- (b) Provide security sufficient to ensure protection of confidential information from improper use and disclosure, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- (c) Insure that information obtained under the SUBGRANT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in the SUBGRANT.
 - (1) Aggregate Summaries: All reports and/or publications obtained under the SUBGRANT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication: SUBGRANTEE shall carefully analyze aggregated data outputs to ensure that the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three (3) participants for any data table released to outside parties or to the public.
- (d) Insure that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- (e) Notify SETA as soon as practical, but in every case soon enough to permit SETA to notify EDD’s Information Security Office of any actual or attempted information security incidents, within twenty-four (24) hours of initial detection. Information Security Incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage, destruction or unauthorized access,

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use, modification, or disclosure of information assets. SUBGRANTEE shall cooperate with SETA and EDD in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of the SUBGRANT shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If SUBGRANTEE learns of a breach in the security of the system which contains confidential data obtained under the SUBGRANT, then SUBGRANTEE must provide notification to individuals pursuant to Civil Code Section 1798.92.

- (f) Provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of the SUBGRANT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity, the prevention, detection, and suppression of fires, and the prevention, detection, and mitigation of water damage.
- (g) Insure that at no time will confidential data obtained pursuant to the SUBGRANT be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- (h) Instruct all employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in California Civil Code §1798.55, California Penal Code §502, California Unemployment Insurance Code §2111, Welfare and Institutions Code §10850 and other applicable local, state and federal laws.
- (i) Store and process information in electronic format in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
- (j) Return the confidential information promptly to SETA or the State, or destroy all copies or derivations of the information when its use ends, utilizing an approved method of confidential destruction: shredding, burning, or certified or witnessed

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destruction. Magnetic media are to be degaussed or returned to SETA or the State.

- (k) If SUBGRANTEE, with the prior written consent of SETA, enters into an agreement with a subcontractor to provide WIOA program services, SUBGRANTEE agrees to include these data security and confidentiality provisions in the agreement with the subcontractor. In no event shall such information be disclosed to any individual outside of that subcontractor's authorized staff, subcontractor(s), service providers or employees.
- (l) Designate a person responsible for the security and confidentiality of the data and immediately notify SETA, in writing, of any designee changes. SUBGRANTEE's data security and confidentiality designee shall be set forth in the *Resolution Authorizing Execution of WIOA Service Provider Subgrant* attached to the SUBGRANT as Exhibit 1.

33. Unauthorized Financial Benefit

Neither SUBGRANTEE, nor its officers, agents or employees shall submit or receive payment pursuant to any invoices, bills, statements, or reports for payment or for reimbursement for costs from SETA under the SUBGRANT if any officer, agent, or employee of SUBGRANTEE will derive any financial benefit other than as specifically permitted in the SUBGRANT.

34. Contingent Fee

SUBGRANTEE shall warrant that no person, selling agency or other organization has been employed or retained to solicit or secure the SUBGRANT upon an agreement or understanding for commission, percentage, brokerage or contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate the SUBGRANT with liability in accordance with Paragraph 10 above and/or, at its sole discretion, to deduct from the SUBGRANTEE's payment or reimbursement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingency fee.

35. Kickbacks

No officer, agent or employee of SUBGRANTEE shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under the SUBGRANT including any extension thereof.

36. Fraud and Program Abuse

SUBGRANTEE shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity. SUBGRANTEE shall notify SETA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving WIOA funds or WIOA-funded activities.

37. Political Activity/Lobbying

SUBGRANTEE shall comply with all applicable federal and State laws and administrative regulations, as well as SETA's policies, regarding political activity and lobbying. In this regard, no funds provided under the SUBGRANT shall be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, State or local legislation or administrative action. SUBGRANTEE shall further comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. 1352), as amended, and corresponding U.S. Department of Labor ("DOL") regulations codified at 29 CFR, Part 93, which prohibits- the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement. SUBGRANTEE shall annually execute and provide to SETA a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA.

38. Sectarian Activities

SUBGRANTEE, by signing the SUBGRANT, assures and certifies that:

- (a) SUBGRANTEE will use all funds under the SUBGRANT consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. SUBGRANTEE shall not expend any program funds for inherently religious activities, such as worship, religious instruction or proselytization. If SUBGRANTEE conducts such activities, it must offer them separately, in time or location, from the programs or services directly funded under the SUBGRANT, and participation must be voluntary for program beneficiaries.
- (b) SUBGRANTEE shall retain its independence from federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend

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any direct funding under the SUBGRANT to support any inherently religious activities, such as worship, religious instruction or proselytization. Among other things, SUBGRANTEE may use space in its facilities to provide services funded under the SUBGRANT without removing religious art, icons, scriptures or other symbols. In addition, SUBGRANTEE retains the authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis and include religious references in its organization's mission statements and other governing documents.

- (c) There will be no employment or training of participants in sectarian activities.
- (d) In providing services or benefits under the SUBGRANT, SUBGRANTEE shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or a religious belief.

39. Delegation/Subcontract/Assignment/Security for Loan

- (a) No performance of any of SUBGRANTEE's obligations under the SUBGRANT may be transferred by subcontract, assignment, delegation or novation without the prior express written consent of SETA. Any attempt by SUBGRANTEE to assign, delegate, or subcontract any performance of its obligations thereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of the SUBGRANT. Whenever SUBGRANTEE is authorized to subcontract, delegate or assign, it shall include all the terms of the SUBGRANT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of the SUBGRANT and all applicable federal, State and local laws and regulations. SUBGRANTEE shall be held fully responsible to SETA for the performance of any subcontractor, delegate or assignee and shall hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.
- (b) Without the prior express written consent of SETA, the SUBGRANT may not be used as security for a loan and is not assignable by SUBGRANTEE either in whole or in part for such purposes.

40. Independent Status

The SUBGRANT is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership

or joint venture, and SUBGRANTEE shall defend, indemnify and hold SETA harmless from any such claim.

41. Indemnification

(a) The following provision applies only if SUBGRANTEE is a governmental entity:

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property, arising out of or resulting from acts or omissions of the indemnifying party.

(b) The following provision applies only if SUBGRANTEE is a non-governmental entity:

SUBGRANTEE shall, to the extent permitted by law, indemnify, defend and hold harmless SETA and its officers, directors, agents, employees and volunteers, from and against any losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, material or supplies in connection with the performance of the SUBGRANT and from any suits, actions, claims, causes of action, cost demands, judgments, damages, costs and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from SUBGRANTEE's performance under the SUBGRANT, including SUBGRANTEE's failure to comply with or carry out any of the provisions of the SUBGRANT and acts of negligence or omission of SUBGRANTEE or anyone employed directly, indirectly or by independent contract by SUBGRANTEE, including volunteers and program participants, regardless of whether caused in part by a party indemnified hereunder. Failure to comply with the provisions of this subsection (b) may result in suspension of payment under the SUBGRANT or termination of the SUBGRANT, or both, and SUBGRANTEE may be ineligible for award of future SETA subgrants/contracts if SETA determines that any of the following has occurred: (1) false information on any certifications; or (2) violation of the terms of any certification by failing to carry out the requirements thereof.

42. Laws

SUBGRANTEE shall comply with all applicable laws, ordinances, codes, administrative regulations, guidelines and policies of the United States, the State of California and local

EXHIBIT 13

governments, specifically including, but not limited to, SETA's policies and procedures. If any such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or revised, SUBGRANTEE shall comply with such amendments, revisions or modifications or shall notify SETA within thirty (30) calendar days after promulgation of the amendments, revisions or modifications that it cannot so conform so that SETA may take appropriate action, including termination of the SUBGRANT.

43. Clean Air and Clean Water

If the SUBGRANT is in excess of One Hundred Thousand Dollars (\$100,000), SUBGRANTEE shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857(h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). Under those laws and regulations, the SUBGRANTEE shall ensure that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) SUBGRANTEE shall notify SETA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) SUBGRANTEE shall notify SETA and the U.S. EPA about any known violation of the above laws and regulations; and
- (d) SUBGRANTEE shall include substantially this assurance, including this fourth part, in every nonexempt subgrant, contract or subcontract.

44. Press Releases and Communications

SUBGRANTEE shall not communicate with the press, television, radio or any other form of media regarding its duties or performance under the SUBGRANT without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications SUBGRANTEE shall make specific reference to SETA as the funding agency.

45. Immigration Reform and Control Act of 1986

By signing the SUBGRANT, SUBGRANTEE agrees and assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions of Section 102, as well as

requirements disqualifying certain legalized aliens from receiving benefits under the SUBGRANT for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and Section 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

46. Drug-Free Workplace Certification

By signing the SUBGRANT, SUBGRANTEE certifies under penalty of perjury under the laws of the State of California that SUBGRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace by taking the following actions:

- (a) Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- (b) Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBGRANTEE's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the SUBGRANT:
 - (1) Will receive a copy of SUBGRANTEE's drug-free policy statement; and,
 - (2) Will agree to abide by the terms of SUBGRANTEE's statement as a condition of employment under the SUBGRANT.

47. Child Support Compliance Act

By signing the SUBGRANT, SUBGRANTEE certifies that in accordance with the Child Support Compliance Act, SUBGRANTEE shall recognize and acknowledge:

- (a) The importance of child and family support obligations and shall fully comply with applicable State and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings

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assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- (b) That, to the best of its knowledge, SUBGRANTEE is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the EDD.

48. Successors

At the sole discretion of any successor-in-interest of SETA, the SUBGRANT shall bind and inure to that successor-in-interest of SETA, in the same manner as if such party had been expressly named herein. The SUBGRANT shall only bind and inure to a successor-in-interest of SUBGRANTEE upon SETA's prior express written consent.

49. Conflicts

SUBGRANTEE will cooperate in the resolution of any conflict with the DOL, SETA or the EDD which may occur from the activities funded under the SUBGRANT.

50. Entire Agreement/Modifications

The SUBGRANT constitutes the entire agreement between the parties thereto for services being furnished pursuant to the SUBGRANT and no oral understanding not incorporated therein shall be binding on any of the parties thereto. Except as otherwise provided in the SUBGRANT, the SUBGRANT may be modified, altered or revised only on the written consent of both parties thereto. However, notwithstanding this, or any other, provision of the SUBGRANT, the SUBGRANT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or State government, any applicable local government or SETA or any law or regulation enacted by the federal or State government or any applicable local government which may affect the provisions, terms or funding of the SUBGRANT, and SETA may unilaterally amend the SUBGRANT in such regard, including, but not limited to, the following circumstances:

- (a) There is an increase or decrease in federal or state funding levels.
- (b) A modification to the SUBGRANT is required in order to implement an adjustment to SETA's WIOA plan.
- (c) Funds awarded to SUBGRANTEE have not been expended in accordance with the SUBGRANT or SETA's WIOA plan. After consultation with SETA, SETA has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner

consistent with State and federal law and regulations, and/or State, federal, local and SETA's policies, reverting to the State or SETA.

- (d) There is a change in State and/or federal law or regulation requiring a change in the provisions of the SUBGRANT.

51. Severability of Provisions

If any provision of the SUBGRANT or these STANDARD CONDITIONS is held invalid, the remainder of the SUBGRANT or STANDARD CONDITIONS shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

52. Titles

The titles to the paragraphs of these STANDARD CONDITIONS are solely for the convenience of the parties to the SUBGRANT and are not an aid in the interpretation of the STANDARD CONDITIONS.

53. Waiver

The waiver by SETA of any default, breach or condition precedent under the SUBGRANT shall not be construed as a waiver on the part of SETA of any other default, breach or condition precedent, or any other right thereunder.

54. Limitation of Actions

In the event either the DOL or the EDD disallows any costs incurred by SUBGRANTEE in the performance of the SUBGRANT, SETA may bring an action against SUBGRANTEE for the recovery of such disallowed costs at any time within five (5) years following final resolution of the DOL or the EDD audit wherein such costs were disallowed. Such disallowed costs shall be deemed to constitute a continuing breach of contract until such final resolution and each day thereof shall give rise to a cause of action.

55. California Law

Except where controlled by federal statutes or administrative regulations, the SUBGRANT shall be governed according to the laws of the State of California and SETA's policies and procedures.

56. Notices

All notices to be given to either of the parties under the SUBGRANT shall be addressed to the applicable party at the address set forth below the signature of each party to the SUBGRANT and given: 1) via electronic email, (provided that the sender possesses written confirmation of valid delivery); 2) by deposit in the United States mail, first-class

postage prepaid; 3) by personal service; or 4) by deposit with an overnight delivery service (provided that the sending party receives a confirmation of actual delivery from the delivery service). Notices given by United States mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner. Service in any other manner shall be deemed served on the date of delivery.

57. Enforceable SUBGRANT

The SUBGRANT shall become a valid enforceable agreement only after it is signed by authorized agents of the parties thereto.

58. Time of the Essence

Time is of the essence in the performance of the SUBGRANT.

59. Statutes, Regulations, Policies and Procedures

SUBGRANTEE shall provide the services under the SUBGRANT strictly in accordance with:

- (a) The WIOA and the regulations promulgated thereunder, and any amendments thereto or new legislation, regulations, policies and/or procedures which may replace the WIOA; and
- (b) All applicable federal, State and local laws and administrative regulations and applicable SETA and State policies and procedures.

60. Counterpart, Facsimile and Electronic Signatures

The SUBGRANT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the SUBGRANT with all signatures and Exhibits appended together shall be deemed a fully executed SUBGRANT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

And

Shriners Hospitals For Children

This agreement (“Agreement”), effective as of the date of last signature hereto (“Effective Date”), by and between SHRINERS HOSPITALS FOR CHILDREN, on behalf of itself and the Northern California hospital (“HOSPITAL”) that it owns and operates (referred to as “SHCNC”) and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (referred to as “SCUSD” or “DISTRICT”)

WHEREAS, the SHCNC is located in Sacramento, California and provides medical care and treatment for school age children; and,

WHEREAS, the eligible school age children, while hospitalized, are in need of instructional services; in accordance with California Ed. Code 48206 and SCUSD Board Policy,

WHEREAS, SCUSD and SHCNC mutually recognize that the DISTRICT is required to be the source for providing instructional services on behalf of the HOSPITAL to these children;

NOW, THEREFORE, in consideration of these premises above, SCUSD and SHCNC do hereby stipulate and agree:

- 1) SCUSD agrees to provide the following services and/or materials in accordance with its guidelines, policies, and procedures:
 - A) Provide qualified instructors who meet state certification requirements for teaching all students, to give classroom and/or bedside instruction to patients at SHCNC. SCUSD will jointly approve the assignment of teachers for this purpose with SHCNC. SCUSD will designate these positions in a manner which will allow for the utilization of a qualified teacher and substitute teacher if the need arises, as long as the funding is available. If the patient roster were to exceed more than 30 patients, then SCUSD will provide an instructional aide in addition to the qualified teacher and substitute teacher.
 - B) Provide all assessment of performance level competencies and any other educational assessment data of school age patients. Provide appropriate correspondence with patients' local school district and maintain regular communication with patients' regular teachers. Serve as an education resource to members of SHCNCs health care team.
 - C) Provide necessary forms and textbooks for students and supervise all aspects of the educational program pertaining to the keeping of records. SCUSD will adhere to all state and federal requirements in the provision of instructional services.

- D) The assigned teachers will be supervised by an SCUSD Administrator in Student Support and Health Services. The supervisor will have access for on-site visits at SHCNC, and will meet with appropriate hospital personnel throughout the year to assess effectiveness of educational program and to address any problems which may arise.
 - E) DISTRICT school-related concerns will be handled by the teacher and assigned SCUSD Supervisor from the DISTRICT in their regularly scheduled meetings. Day-to-day matters will be handled by the teacher and SHCNC's Transitions Coordinator. Unresolved issues will be forwarded to SHCNC's Director of Patient Care Services and the assigned SCUSD Administrator for their assistance in obtaining resolution.
 - F) When a child is discharged from SHCNC, a copy of Withdrawal Notice and Hospital School Report will be forwarded to the student's receiving school district. Documentation in the student's medical records will be in compliance with established hospital policy and procedure.
 - G) SCUSD agrees to maintain accreditation by the Western Association of Schools and Colleges (WASC) and to notify SHCNC of any material recommendations received which relate to the quality of services provided. In addition, SCUSD will provide SHCNC with a plan describing actions taken to comply with these recommendations and to advise SHCNC when all recommendations are removed. Failure to address such recommendations to the satisfaction of SHCNC would be grounds for immediate termination of this Agreement,
- 2) SHCNC agrees to provide the following in accordance with its policies, rules, and regulations:
- i Classrooms and storage space for educational purposes.
 - ii Materials, supplies, and equipment as needed.
 - iii All information necessary for the DISTRICT's teachers to carry out their obligations under this Agreement, including but not limited to information necessary to contact the parents or guardians of students-patients enrolled in the instructional program with appropriate permission and authorization by the parents.
- 3) The assigned teacher(s) and staff is assigned to work SCUSD's established hours per day. The teacher shall provide instructional services as specified in the Individual Education Plan ("IEP.") of each student and/or as delineated by State and DISTRICT curriculum mandates. The school calendar year, for purposes of this agreement, is defined to be the school year following the SCUSD school calendar.

4) Summer session, to the greatest extent possible, will be offered for patients at SHCNC through the DISTRICT's Extended School year program. If any students are identified to have an IEP, SCUSD will provide a teacher if available for the summer session for an Extended School Year ("ESY").

5) Both parties agree that SCUSD shall have control over all phases of the instructional program, subject to the policies, Rules and Regulations of SHCNC It is agreed that

SHCNC shall retain responsibility for patient care and nothing in this Agreement shall be constituted as a delegation of that responsibility.

The teacher shall participate in conferences, discharge planning, and other activities which will facilitate understanding of the overall patient care program and the specific readiness of each child for school participation.

SCUSD shall assume responsibility for seeing that faculty members comply with the policies, procedures, and Rules and Regulations of SHCNC, and for seeing that all their faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records. DISTRICT personnel shall comply with annual immunization recommendations per SHCNC guidelines.

The teacher shall have access to SHCNC's education and training as applicable. New teachers shall participate in the hospital staff orientation as part of their general orientation to the facility.

5) SCUSD agrees to maintain teacher's liability insurance coverage for all teachers and substitute teachers providing services and further agrees that any claims pertaining to teaching services shall be the responsibility of SCUSD. SCUSD agrees that its workers compensation policy shall cover all accidents and injuries to its teachers and employees during the term of this Agreement.

6) SCUSD agrees to save and hold SHCNC harmless against any legal claims demands or judgments against SHCNC arising out of any activities performed by the DISTRICT's agents or employees or contractors pursuant to this Agreement and agrees to reimburse SHCNC for all reasonable expenses, including attorney's fees, incurred by SHCNC in defending any such claim or claims.

7) It is understood between the parties that under no circumstances is any agent or employee of the DISTRICT to be considered an agent or employee of SHCNC,

8) This Agreement shall remain and continue in force until terminated for cause as described herein or by written notice from either party to the other giving not less than ninety (90) days prior notice to the other party at the following addresses:

If to SHCNC:

Shriners Hospitals for Children
Northern California Hospital
2425 Stockton Blvd.
Sacramento, CA 95817
Attention: Administrator

With copy to (which shall not constitute Notice):

Shriners Hospitals for Children
P.O. Box 31356
Tampa, Florida 33631-3356
Attention: Legal Department

If to SCUSD:

Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Tina Alvarez Bevens, Contracts

- 9) SHCNC agrees to add the Hospital Authorization for Instruction and Exchange of Information form, attached to this Agreement as Exhibit A, to a student's intake application. This form is required by the CA Department of Education for the sole purpose of receiving Average Daily Attendance funding.

10) Independent Status. This Agreement is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

11) Fingerprinting Requirements. Both parties agree that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that a party assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by the Department of Justice ("DOJ"), before any service or contact with pupil(s) of the District is allowed.

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

Each party shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1

and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, each party shall, within 24 hours, notify the other party of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, each party agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

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

Failure to adhere to the terms of this provision is grounds for termination of this Agreement.

12) Mutual Indemnification. Each of the parties shall defend, indemnify and hold harmless the other party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying party or its agents, employees or subcontractors.

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

13) Insurance. During the life of this Agreement, each party shall maintain comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence. .

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

15) Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition,

genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

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

17) This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a portable document format (“PDF”) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof. Furthermore, the parties may sign the Agreement electronically through a verifiable electronic signature platform, and such electronic signature shall be as binding as an original ink signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

SHRINERS HOSPITALS FOR CHILDREN

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: _____
John P. McCabe
Executive Vice President

Signed by: _____ 09/20/2024
By: Janea Marking
Name: Janea Marking
Title: Chief Business & Operations Officer

**EXHIBIT A
Hospital Authorization for Instruction and Exchange of Information Form**



Student Support & Health Services
HEALTH SERVICES DEPARTMENT
HOSPITAL AUTHORIZATION FOR INSTRUCTION AND EXCHANGE OF
INFORMATION FORM
 Shriners Children's Northern California, Sacramento, CA 95817

PUPIL INFORMATION	_____ Age: _____ D.O.B. _____ Gender: _____ <i>Pupil's Name</i> Address: _____ City: _____ Phone: _____ School of Attendance: _____ District: _____ Grade: _____ Placement: <input type="checkbox"/> Regular <input type="checkbox"/> Special Ed. <input type="checkbox"/> Alternative				
INSTRUCTIONAL AUTHORIZATION	I AUTHORIZE Sacramento City Unified School District to provide instruction to _____ and to document participation for attendance purposes <i>Pupil's Name</i> while hospitalized at Shriners Children's Northern California commencing _____ <i>Date of Hospitalization</i> _____ <i>Parent/Guardian's Signature</i> _____ <i>Date</i> _____ (Parent/Guardian signature acknowledges understanding and receipt of this form.)				
EXCHANGE OF PATIENT INFORMATION	I AUTHORIZE Personnel for the Sacramento City Unified School District and _____ to obtain and provide <i>School/District of Attendance</i> <input type="checkbox"/> educational <input type="checkbox"/> medical <input type="checkbox"/> psychological <input type="checkbox"/> social information for educational planning and guidance for _____ during hospitalization at Shriners Children's <i>Pupil's Name</i> Northern California. _____ <i>Parent/Guardian's Signature</i> _____ <i>Date</i> _____ This authorization shall expire in <input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> current academic year <input type="checkbox"/> other				
OFFICE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">School Phone:</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 2px;">School Fax:</td> <td></td> </tr> </table>	School Phone:		School Fax:	
School Phone:					
School Fax:					

White – Parent/Guardian Yellow – Health Services Pink – Student Medical Record

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into in Sacramento, California by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public corporation, on behalf of its University of California Davis Health System ("UCDHS") and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("SCUSD").

The parties agree as follows:

I. SCUSD Responsibilities

- A. Furnish a credentialed teacher ("Teacher") for school-aged, hospitalized, pediatric patients at UC Davis Children's Hospital, in a classroom-type setting or at bedside.
- B. Teacher shall provide assessment of educational needs of individual students.
- C. Provide necessary textbooks and forms.
- D. Provide certification that each Teacher and any SCUSD personnel who come to UCDHS in performance of this Agreement have been immunized against those communicable diseases specified in the UCDHS Health Clearance Criteria, a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein.
- E. Require its Teacher to conform to the dress policy of the UCDHS department to which they are assigned.
- F. Inform each Teacher that he/she shall not: (a) drive or ride in an ambulance; (b) drive on behalf of UCDHS or SCUSD; (c) transport patients by automobile; or (d) in any way use vehicles in the course and scope of the terms of this Agreement.
- G. Inform each Teacher that he/she shall be subject to a criminal background investigation before beginning training at UCDHS.
- H. Inform each Teacher of each provision of this Agreement, and make its best efforts to ensure that each Teacher understands and complies with each provision of this Agreement.
- I. Provide a CPR certificate, if requested.

If such services are not performed to the sole satisfaction of UCDHS, UCDHS may terminate this agreement immediately upon written notification to SCUSD.

II. UCDHS Responsibilities

- A. Designate a staff member to coordinate Teacher's schedules and activities at UCDHS, and to act as liaison with SCUSD.
- B. Not decrease the normal complement of its staff as a result of the assignment of Teacher.
- C. Permit, upon reasonable notice, its facilities to be inspected by agents charged with the responsibility for accreditation of SCUSD, such inspection being limited to the scope necessary for SCUSD accreditation purposes.

- D. Provide identification badge to Teacher. SCUSD or Teacher must pay for lost badges.
- E. Provide orientation seminar to each Teacher, including Health Insurance Portability and Accountability Act (HIPAA) training.
- F. Provide a criminal background investigation.

III. Joint SCUSD and UCDHS Responsibilities

- A. Both UCDHS and SCUSD agree not to discriminate in the selection or acceptance of any Teacher pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or UCDHS policy.
- B. Teachers will be subject to the policies, rules, and regulations of UCDHS while on duty at UCDHS.
- C. UCDHS and AFFILIATE each reserve the right to refuse to accept or to terminate assignment of any Teacher participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.
- D. UCDHS shall hold each Teacher responsible for reimbursing UCDHS for all emergent and non-emergent medical and surgical services provided to that Teacher. Teachers are in no way required to seek medical or surgical care from UCDHS, including care for injuries or illnesses resulting from activities within the terms of this Agreement.

IV. Financial Obligations

Neither party has any financial obligation to the other party under the terms of this Agreement. Teacher shall not be paid travel or per diem expenses, unless such expenses are paid by SCUSD.

V. Term

- A. This Agreement shall be effective on the date last signed below and shall be automatically extended for one (1) year periods of time unless either party provides the other with written notice of such party's intention to terminate the Agreement in accordance with V.B. below.
- B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of breach; or if either party loses its license, accreditation or certification; or if either party is no longer able to provide the service for which this Agreement was entered into.

VI. No Entitlement to UCDHS Benefits

Both parties agree that in the performance of this agreement SCUSD's Teacher will not be an agent or employee of UCDHS, and will not be covered by UCDHS's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in UCDHS's retirement programs, nor is entitled to any other UCDHS benefits.

VII. Indemnity

SCUSD shall defend, indemnify and hold UCDHS, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' 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 injuries or damages are caused by or result from the negligent or intentional acts or omissions of SCUSD its officers, agents or employees.

UCDHS shall defend, indemnify and hold SCUSD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' 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 injuries or damages are caused by or result from the negligent or intentional acts or omissions of UCDHS, its officers, agents or employees.

VIII. Insurance Requirements

Both parties warrant they shall maintain during the term hereof policies of insurance with minimum coverage as follows:

- A. General Liability: Comprehensive or Commercial Form (Minimum Limits)
 - 1. Each Occurrence \$1,000,000
 - 2. Products, Completed Operations Aggregate \$2,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. General Aggregate (BI, PD)* \$2,000,000

* (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

- B. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.
- C. Workers' Compensation as required under California State Law.
- D. It should be expressly understood, however, that the coverages required under this Section VIII. shall not in any way limit the liability of either party. If requested, each party shall provide to the other Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the above insurance coverages.

IX. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

UCDHS:
Health System Contracts
Sherman Building, Room 2300
2315 Stockton Boulevard
Sacramento, CA 95817

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

Either party may change its address by written notice to the other during the term.

X. Governing Law

This agreement shall be construed in accordance with the laws of the State of California.

XI. Federal Exclusion

Both parties warrant that they are not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This agreement shall be subject to immediate termination in the event that either party is excluded from participation in any federal healthcare or procurement program.

XII. Use of UCDHS Name

No form of the UCDHS name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by SCISD unless express written permission for such use has been obtained in advance.

XIII. Health Insurance Portability an Accountability Act


SCUSD and Teacher shall comply with the Health Insurance Portability and Accountability Act of 1996, (HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws and regulations as further outlined in Exhibit B, attached hereto and made a part hereof.

XIV. Entire Agreement

This agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

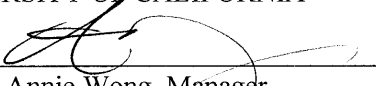
(Signature page and Exhibits to follow)

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By 
Tom Barentson
Deputy Superintendent


Date 5/15/07

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Annie Wong, Manager
Health System Contracts

Date 5-15-07

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By 
Philip Moore
Assistant Superintendent

Date May 10, 2007

~~THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA~~

~~By _____
Annie Wong, Manager
Health System Contracts~~

~~Date _____~~

Taxpayer ID # NA

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

EXHIBIT A

UCDMC HEALTH CLEARANCE CRITERIA
(For Non-UC Employees Teaching at UCDMC)

MANDATORY

MEASLES (RUBEOLA) Criteria:

Everyone must show proof of immunity to measles. The only acceptable criteria are:

Positive serology for Antibody to Measles (copy of lab slip)

OR

Documentation of 2 measles shots in lifetime. (If first measles shot was at one year of age or younger, it does not count, and one additional shot is required.)

RUBELLA (GERMAN MEASLES) Criteria:

Everyone must show proof of immunity to Rubella. The only acceptable criteria are:

Positive serology for Antibody to Rubella (copy of lab slip)

OR

Documentation of immunization for Rubella (MMR, MR, Rubella immunization)

VARICELLA (CHICKEN POX) Criteria:

Known past history of disease or true exposure: Serology documenting absence or presence of antibody to AZ is required (copy of lab slip).

TUBERCULOSIS (TB) Criteria:

Evidence of PPD skin test results within the last 12 months.

If the Teacher is already PPD Positive -- Evidence of a chest x-ray within the last 12 months and symptom interview are required.

NON-MANDATORY

HEPATITIS B:

Hepatitis B Vaccine for all Teachers is recommended.

MMR:

MMR is strongly advised for all new Teachers before arrival at UCDHS.

TEACHERS WITH IMMUNIZATION DEFICIENCIES AND/OR EXPERIENCE OF BLOODBORNE AND AIRBORNE EXPOSURE SHOULD PRESENT TO OWN PERSONAL PHYSICIAN.

UCDHS 11/94

EXHIBIT B

HIPAA BUSINESS ASSOCIATE EXHIBIT

This HIPAA Business Associate Exhibit ("BA Exhibit") supplements and is made a part of the Agreement, including supplements and amendments thereto ("Agreement"), entered into by and between The Regents of the University of California, a California corporation, on behalf of its University of California Davis Health System ("UCDHS") and Sacramento City Unified School District ("BUSINESS ASSOCIATE" or "SCUSD") and is effective as of October 1, 2006.

RECITALS

- A. UCDHS and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information used by or disclosed to BUSINESS ASSOCIATE in the course of providing services under the Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. §§ 160, 162 and 164, the "HIPAA Regulations") and other applicable laws and regulations. The purpose of this BA Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.504(e), as they may be amended from time to time.
- B. BUSINESS ASSOCIATE provides services to UCDHS or performs or assists in the performance of UCDHS activities or functions which may involve the use or disclosure of Protected Health Information (as that term is defined herein) in the course of such service under this Agreement.
- C. UCDHS may disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information, in the course of carrying out the terms of the Agreement.

Therefore, intending to be legally bound hereby, the parties agree as follows:

- 1. EFFECT OF EXHIBIT. To the extent that the terms of the Agreement are inconsistent with the terms of this BA Exhibit, the terms of this BA Exhibit shall control.
- 2. DEFINITIONS.

2.1 "Information System" is an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.304.

2.2 "Protected Health Information" or "PHI" is any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 C.F.R. part 160.103.

2.3 "Electronic PHI" is PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 160.103.

2.4 “Security Incident” is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 C.F.R. part 164.304.

2.5 “Business Associate” is an individual or entity which provides services, arranges, performs or assists in the performance of healthcare activities of University of California employees and dependents, and who uses or discloses PHI pursuant to the HIPAA Regulations, 45 C.F.R. part 160.103.

In consideration of the mutual promises made below and the exchange of information under the BAA Exhibit, the parties agree as follows:

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures. BUSINESS ASSOCIATE may use and/or disclose PHI received by BUSINESS ASSOCIATE in its capacity as BUSINESS ASSOCIATE of UCDHS under this BA Exhibit pursuant to the Agreement and this BA Exhibit solely for the purpose of performing its obligations under the Agreement and this BA Exhibit.

3.2 Disclosure of PHI. BUSINESS ASSOCIATE may, if necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE’s business or (ii) to carry out BUSINESS ASSOCIATE’s legal responsibilities.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose UCDHS’s PHI other than as permitted or required under the Agreement or this BA Exhibit, or as required by law or regulation.

3.4 Safeguards. BUSINESS ASSOCIATE shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards (i) to protect the confidentiality, integrity and availability of UCDHS’s Electronic PHI and (ii) to prevent any use or disclosure of UCDHS’s PHI other than as provided by the Agreement and this BA Exhibit. BUSINESS ASSOCIATE shall protect UCDHS’s PHI and information received from or created on behalf of UCDHS according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3.5 Security Incidents and Actual or Suspected Uses or Disclosures Not Permitted by this BA Exhibit.

3.5.1 Notification. BUSINESS ASSOCIATE shall notify UCDHS in writing within five (5) days after BUSINESS ASSOCIATE becomes aware of any Security Incident or discovers any actual or suspected use or disclosure of UCDHS’s PHI not permitted by this BA Exhibit. BUSINESS ASSOCIATE shall be deemed to be aware of any Security Incident or of any such actual or suspected use or disclosure which is known to its officers, employees, agents and subcontractors. BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Security Incident or any such actual or suspected use or disclosure and (ii) any action required by applicable federal and state laws and regulations pertaining to such Security Incident or unauthorized disclosure.

3.5.2 Right of UCDHS to Accounting or Audit. If UCDHS receives credible information that there has been a Security Incident or any actual or suspected use or disclosure of UCDHS’s PHI not permitted by this BA Exhibit, BUSINESS ASSOCIATE shall provide, if requested by UCDHS, at BUSINESS ASSOCIATE’S expense, an audit or written accounting of BUSINESS ASSOCIATE’S uses and disclosures of UCDHS’s PHI.

3.5.3 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to UCDHS within twenty (20) days after any discovery of a Security Incident or any

actual or suspected use or disclosure of UCDHS's PHI not permitted by this BA Exhibit. Notification which shall include: (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Security Incident or unauthorized use or disclosure and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Security Incidents or unauthorized use or disclosure. Upon UCDHS's request, BUSINESS ASSOCIATE will also provide to UCDHS a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Security Incident or the unauthorized use or disclosure of UCDHS's PHI, including procedures for curing any material breach of this BA Exhibit.

3.5.4 Accounting or Audit of BUSINESS ASSOCIATE'S Uses and Disclosures of PHI. If UCDHS determines that the written notice does not provide sufficient assurances that the Security Incident or unauthorized use or disclosure of UCDHS's PHI has been remedied, then within fifteen (15) days following UCDHS's request, BUSINESS ASSOCIATE shall provide an audit or accounting of all uses and disclosures by BUSINESS ASSOCIATE or by BUSINESS ASSOCIATE'S Agents of UCDHS's PHI.

3.5.5 UCDHS's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if UCDHS is not satisfied that the corrective action is sufficient to reasonably prevent similar occurrences in the future, UCDHS may terminate the Agreement, in accordance with Section 5, below.

3.6 Individual's Request for Restrictions of PHI. BUSINESS ASSOCIATE shall notify UCDHS in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of UCDHS. Upon written notice from UCDHS that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of UCDHS.

3.7 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform UCDHS within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of UCDHS. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UCDHS as may be required to fulfill UCDHS's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. part 164.526. BUSINESS ASSOCIATE shall, as directed by UCDHS, incorporate any amendments to UCDHS's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.8 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make available to UCDHS, and, if authorized in writing by UCDHS, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill UCDHS's obligations to provide an accounting for disclosures of UCDHS's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 C.F.R. part 164.528.

3.9 Access to PHI by the Individual. If UCDHS determines that a designated record set is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of UCDHS to provide access to or a copy of the designated record set, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to UCDHS, and, if authorized in writing by UCDHS, to the subject of the PHI, such information as may be required to fulfill UCDHS's obligations to provide access to or provide a copy of the designated record set of UCDHS's PHI pursuant to HIPAA and the HIPAA regulations, including, but not limited to, 45 C.F.R. part 164.524.

3.10 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of PHI received from UCDHS (or created or received by BUSINESS ASSOCIATE on behalf of UCDHS) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UCDHS's compliance with the HIPAA Regulations.

3.11 Inspection of Records. Within thirty (30) calendar days after a written request, BUSINESS ASSOCIATE shall make available to UCDHS during normal business hours all records, books, agreements, policies and procedures relating to the use and/or disclosure of UCDHS's PHI for purposes of enabling UCDHS to determine BUSINESS ASSOCIATE's compliance with the terms of this BA Exhibit.

3.12 Examination by UDCHS. UCDHS and its authorized agents or contractors, may examine BUSINESS ASSOCIATE's facilities, systems, procedures, and records as may be necessary to determine the extent to which BUSINESS ASSOCIATE's security safeguards comply with HIPAA, the HIPAA Regulations, or this BA Exhibit.

3.13 Compliance with Law. In connection with all matters related to this BA Exhibit, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including but not limited to the HIPAA Regulations, 45 C.F.R. parts 160, 162 and 164, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide UCDHS's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by UCDHS ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement. Furthermore, BUSINESS ASSOCIATE shall:

4.1 Ensure that such Agents, including subcontractors, agree with BUSINESS ASSOCIATE in writing to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of UCDHS's Electronic PHI, hold the PHI confidentially and use or disclose the PHI only as required by law or for the purpose it was disclosed to the Agent.

4.2 Require such Agents to notify BUSINESS ASSOCIATE and UCDHS within five (5) days after any Security Incident or after any actual or suspected use or disclosure of UCDHS's PHI not permitted by this BA Exhibit, of which such Agent or its officers or employees become aware.

4.3 Provide to UCDHS within twenty (20) business days after the notification in Section 4.3 written notice of the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of the unauthorized use or disclosure by the Agent and what corrective action BUSINESS ASSOCIATE has taken or shall take to prevent any future similar Security Incident or unauthorized use or disclosure of PHI.

4.4 Assure that the Agent has destroyed or returned all UCDHS's PHI to UCDHS or BUSINESS ASSOCIATE as required in Section 5.2. upon a material breach or termination of the Agent's contract with BUSINESS ASSOCIATE. If the Agent maintains that return or destruction is infeasible, BUSINESS ASSOCIATE shall promptly notify UCDHS in writing the reason the Agent cannot return or destroy UCDHS's PHI.

4.5 Be responsible for assuring that the Agent protects the PHI as otherwise required in the Agreement and this BA Exhibit and as required by law.

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents of any material provision of this BA Exhibit, as determined by UCDHS, shall constitute a material breach of the Agreement. UCDHS, upon written notice to BUSINESS ASSOCIATE describing the breach, may take any of the following actions:

5.1.1 Provide an opportunity for BUSINESS ASSOCIATE to cure the breach;

5.1.2 If UCDHS receives information pertaining to a suspected breach, UCDHS has the right to request of the BUSINESS ASSOCIATE an audit or written accounting of all BUSINESS ASSOCIATE's or BUSINESS ASSOCIATE's agent's, including subcontractor's, uses and disclosures of UCDHS's PHI, and/or a third party review of the outcome of the process to be implemented to cure the breach;

5.1.3 Terminate the Agreement unless BUSINESS ASSOCIATE, within a time period specified by UCDHS provides to UCDHS a plan to cure the breach and, within a time period specified by UCDHS, cures the breach;

5.1.4 Terminate the Agreement immediately if UCDHS determines that BUSINESS ASSOCIATE has breached a material term of this BA Exhibit and cure of the breach is not feasible;

5.1.5 BUSINESS ASSOCIATE shall submit to a plan of monitoring and reporting by UCDHS or UCDHS's agents if UCDHS determines it is necessary to assess BUSINESS ASSOCIATE's compliance with the Agreement;

5.1.6 Notice to Secretary. If UCDHS knows of a pattern of activity or practice of BUSINESS ASSOCIATE that constitutes a material breach or violation of BUSINESS ASSOCIATE'S obligation under this BA Exhibit, if the breach or violation continues, and if termination of this BA Exhibit or the Agreement is not feasible, UCDHS is required by the HIPAA regulations to report the problem to the Secretary of Health and Human Services.

5.2 Effect of Termination – Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents. Upon termination, expiration or other conclusion of the Agreement for any reason, BUSINESS ASSOCIATE shall return or, at the option of UCDHS, destroy all PHI received from UCDHS, or created and received by BUSINESS ASSOCIATE on behalf of UCDHS in connection with the Agreement, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Not less than thirty (30) calendar days after the termination of the Agreement, BUSINESS ASSOCIATE shall both complete such return or destruction and certify in writing to UCDHS that such return or destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to UCDHS that return or destruction of UCDHS 's PHI is not feasible, BUSINESS ASSOCIATE must provide UCDHS with a written statement of the reason that return or destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If UCDHS determines that return or destruction is not feasible, this BA Exhibit shall remain in full force and effect and BUSINESS ASSOCIATE and its agents shall continue to extend indefinitely the protection of this Agreement to such information and immediately terminate any further use or disclosure of such PHI.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement, UCDHS shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

6. CHANGES TO THIS BA EXHIBIT.

6.1 Compliance with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that changes to this BA Exhibit may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable state and federal laws relating to the security or confidentiality of PHI.

6.2 Negotiations. In the event of a change in or interpretation of any state or federal law, statute, or regulation which materially affects the rights or obligations of either party under the Agreement or this BA Exhibit, the parties agree to negotiate immediately in good faith any necessary or appropriate revisions to the

Agreement or to this BA Exhibit. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, then either party may immediately terminate the Agreement upon written notice to the other.

7. INDEMNIFICATION.

7.1 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend at UCDHS's election, indemnify, and hold harmless UCDHS, its officers, agents or employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors with respect to the use and disclosure of UCDHS's PHI.

7.2 Indemnification by UCDHS. UCDHS agrees to defend at BUSINESS ASSOCIATE's election, indemnify, and hold harmless BUSINESS ASSOCIATE, its officers, agents and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including costs and reasonable attorneys' fees) or claims for injury or damages that are caused by or result from the acts or omissions of UCDHS, its officers, agents or employees with respect to the use and disclosure of UCDHS's PHI.

8. MISCELLANEOUS PROVISIONS.

Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address and/or via facsimile to the facsimile telephone numbers listed in Article IX. of this Agreement.

(End of Exhibit B)

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

Parties to this Amendment: The Regents of the University of California, acting for and on behalf of University of California, Davis Health (“UCDHS”).

and

Sacramento City Unified School District (“SCUSD”).

Original Agreement: Independent Contractor Agreement (UCDHS Agreement No. H07-00110IC 3753) with an effective date of May 15, 2007, first amended with an effective date of April 1, 2017 (“Agreement”).

Effective Date of this Amendment: **Last Date of Signature (“Effective Date”).**

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. Amendment(s) to the Agreement.
 - A. The Parties acknowledge UCDHS has changed its legal address. UCDHS address in Section IX, **Notice**, under “UCDHS” shall be deleted and replaced with:

“UCDHS:
UC Davis Health Contracts
10850 White Rock Road
Rancho Cordova, CA 95670
(University Agreement number 3753 H07-00110IC)”
 - B. Exhibit A shall be replaced in its entirety by Exhibit A, attached hereto and incorporated herein.
 - C. All other terms and conditions shall remain the same.
3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

//////////////////SIGNATURE PAGE TO FOLLOW////////////////////////////////////

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

IN WITNESS WHEREOF, the duly authorized representatives of UCDHS and SCUSD have executed this Amendment as of the last date of signature written below.

AGREED:

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF
UNIVERSITY OF CALIFORNIA
DAVIS HEALTH**

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By _____
Erick Jenkins, JD, MS
Manager, UC Davis Health Contracts

Signed by:

By _____
Print Name: Janea Marking
Title: Chief Business & Operations Officer

Date _____

09/20/2024
Date _____

Amendment No. 2 to UCDHS Agreement No. H07-00110IC 3753

EXHIBIT A

UNIVERSITY HEALTH CLEARANCE CRITERIA

Mandatory MEASLES (RUBEOLA) Criteria:

Proof of immunity to measles. Acceptable criteria:

- Positive serology for Antibody to Measles is required (**copy of lab slip**).
- OR**
- Documentation of **TWO** measles shots in lifetime.

Mandatory RUBELLA (GERMAN MEASLES) Criteria:

Proof of immunity to Rubella. Acceptable criteria:

- Positive serology for Antibody to Rubella is required (**copy of lab slip**).
- OR**
- Documentation of **TWO** immunizations for Rubella (**MMR, MR, Rubella immunization**).

Mandatory COVID 19 Criteria:

- Evidence of vaccination from elsewhere or vaccinated at UNIVERSITY Employee Health Services (EHS).

Mandatory TUBERCULOSIS (TB) Criteria:

- Evidence of PPD skin test results within 1 year. **TWO** Step required with second test within 90 days. Or Quantiferon lab result within 90 days.
- If individual is already PPD Positive:
Evidence of a chest x-ray within the last 90 days and interview the individual for TB symptoms (symptom interview).

TB clearance is required annually for all health care providers by either a skin test or a symptom interview.

Mandatory SEASONAL FLU VACCINE – is offered yearly.

- Evidence of vaccination from elsewhere or vaccinated at EHS during flu season (roughly Nov 1st to April 1st).

Mandatory immunity or declination VARICELLA (CHICKEN POX) Criteria:

Proof of immunity to Varicella. Acceptable criteria:

- Varicella (VZ) by serology, not history (**copy of lab slip**).
- OR**
- **TWO** Varivax injections – will be given quarantine policy if non-immune.

Mandatory immunity or declination MUMPS

Proof of immunity to Mumps. Acceptable criteria:

- Documentation of **TWO** MMR's in a lifetime.
- OR**
- Positive serology antibody for mumps (**copy of lab slip**).
 - Sign a declination.

Mandatory immunity or declination Hepatitis B only for individuals at risk of Bloodborne exposure – (exception – volunteers are not eligible, only if in CLA class)

- EHS requires all **THREE** doses of Hepatitis B Vaccine or **TWO** doses of Heplisav-B.
- EHS requires a Hepatitis B Surface antibody test (CDC states a quantitative number value of '10' represents life-time immunity – lab values that are positive – may or may not reflect this).

Mandatory TETANUS, DIPHTHERIA AND PERTUSSIS VACCINE (TDAP) (*once in a life-time booster as an adult for Whooping cough*) if working in patient care environments.

OR

- Antibody test only for individuals at risk of Bloodborne exposure Hepatitis C.
- Tested by serology (This does not preclude the individual's ability to work if positive – stays confidential).

NOTE: Individuals will not be allowed to have any patient contact or work in patient care areas if they are not compliant with the above criteria. Immunization requirements can change at any time, and individuals are expected to adhere to current UNIVERSITY requirements.



2023/2024 CIM for Sig Dis Quarterly Progress and Expenditure Report

Significant Disproportionality Compliance and Improvement Monitoring (CIM) for Comprehensive Coordinated Early Intervening Services (CCEIS)



Purpose of the report: The local educational agency (LEA) identified as being significantly disproportionate shall report expenditures, activities completed and progress on the measurable outcomes indicated by the CIM Plan for Improvement on this *2023/2024 Quarterly Progress and Expenditure Report form for Compliance and Improvement Monitoring (CIM): Significant Disproportionality*.

Due Date: The first report is due after the initial nine-month period, and quarterly thereafter, as indicated below. Submit completed and signed report to the California Department of Education (CDE) email at intensivemonitoring@cde.ca.gov within 10 days after the ending date of each report period.

Local Educational Agency (LEA) Name: Sacramento City Unified

Special Education Local Plan Area (SELPA): Sacramento City Unified SELPA

LEA Contact Name: Geovanni Linares

2023 Indicator(s)	2024 Indicator(s)
9 & 10	

Check appropriate boxes for each report:

2023 CIM Plan for Improvement			2024 CIM Plan for Improvement		
✓	Report #	Dates Covered	✓	Report #	Dates Covered
X	1	July 1, 2023 - March 31, 2024		1	July 1, 2024 - March 31, 2025
	2	April 1, 2024 - June 30, 2024		2	April 1, 2025 - June 30, 2025
	3	July 1, 2024 – September 30, 2024		3	July 1, 2025 – September 30, 2025
	4	October 1, 2024 - December 31, 2024*		4	October 1, 2025 - December 31, 2025*
	5	January 1, 2025 - March 31, 2025*		5	January 1, 2026 - March 31, 2026*
	6	April 1, 2025 - June 30, 2025*		6	April 1, 2026 - June 30, 2026*
	7	July 1, 2025 – September 30, 2025* (final expenditure report)		7	July 1, 2026 – September 30, 2026* (final expenditure report)
	FINAL	October 1, 2025 - December 31, 2025*		FINAL	October 1, 2026 - December 31, 2026*

* MUST include *data* on student outcomes as a result of the CCEIS activities.

Provide Unduplicated Student Count for this Quarter

General Education students served during this report period (unduplicated**): 0

Special Education students served during this report period (unduplicated**): 0

**unduplicated = Count should reflect the number of students served, *not the number of services provided*. Use student IDs to track students to ensure the number is unduplicated. It does not matter which plan the services are provided under.



PROGRESS ON MEASURABLE OUTCOMES AND ACTIVITIES

Target Population(s)

List the criteria (from your Plans) for your target Target Population(s) in the table below.

2023 Target Population	2024 Target Population
<p>The SCUSD student population make-up includes 41.3% Hispanic/Latino, 17% White, and 18% Asian, 12.1% African American, 8% Multi-racial, 2% Native Hawaiian or Pacific Islander, 1% Filipino, and 1% American Indian or Alaska Native. There are 69% of students are identified as socioeconomically disadvantaged, 0.4% are identified as Foster Youth, and 0.7% are identified as Homeless Youth. There are 20% of students are identified as English Learners and 15.1% are identified as Students with Disabilities.</p>	

Measurable Outcome and Progress on Each of the Activities from your Action Plans

Provide written descriptions for each Plan for Improvement Measurable Outcome and report on progress for all the activities under the Measurable Outcomes. Be sure to describe any policies, procedures, and/or practices that have been revised during this quarter and how those revisions have been publicly reported. (Insert information below or provide information in an attachment).

AMENDMENT REVIEW

Is your data showing improved student outcomes?

Yes No

Is there a need for a plan amendment?

2023 Plan: Yes No

2024 Plan: Yes No

If yes for either plan, please contact your FMTA Consultant.



EXPENDITURES RELATED TO PROGRESS REPORT

Indicate expenditures for all Measurable Outcomes and activities for this reporting period:

Line Item Resource Code 3312	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3312 Expenditures	\$ 0.00	\$ 0.00

Line Item Resource Code 3318	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3318 Expenditures	\$ 0.00	\$ 0.00

*Services for the same vendor are capped at \$25,000 in 5800 Budget Line. The remainder must be moved into the 5100 Budget Line.

**Indicate the allowable California Department of Education (CDE) Approved Indirect Cost Rate (ICR) and total ICR used for expenditures made during this report period. The indirect cost changes by year, please note which year this report references.

CDE Approved 2023 ICR:
 Indirect Total for this report period (2023):

CDE Approved 2024 ICR:
 Indirect Total for this report period (2024):



EXPENDITURE SUMMARY FOR CCEIS RESOURCE CODES 3312 AND 3318

Provide expenditures and remaining balance for CCEIS Budget by Resource Code:

Expended this Quarter	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$1409081.15	\$ 0.00
Resource Code 3318	40800.75	\$ 0.00
Total Expenditures this Quarter	\$ 0.00	\$ 0.00

Prior Cumulative Expenditures <i>(expended and reported in previous quarters)</i>	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$ 0.00	\$ 0.00
Resource Code 3318	\$ 0.00	\$ 0.00
Total Prior Cumulative Expenditures	\$ 0.00	\$ 0.00

2023 CCEIS Budget

Resource Codes 2023	Actual Budget 2023	Expenditures to Date 2023	Percent of Total Budget Expended to Date* 2023	Remaining Amount 2023
Resource Code 3312 - 2023	\$1409081.15	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2023	40800.75	\$ 0.00	%	\$ 0.00
Total 2023	\$ 0.00	\$ 0.00	%	\$ 0.00

*All funds must be expended by September 30, 2025. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.

2024 CCEIS Budget

Resource Codes 2024	Actual Budget 2024	Expenditures to Date 2024	Percent of Total Budget Expended to Date** 2024	Remaining Amount 2024
Resource Code 3312 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Total 2024	\$ 0.00	\$ 0.00	%	\$ 0.00

**All funds must be expended by September 30, 2026. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.



SIGNATURES

Instructions: All signatures are required. By signing this report, the following authorized agents validate the accuracy of the information reported.

Printed Name of **Local Educational Agency (LEA) Superintendent:**

LEA Superintendent Signature: 
Date Signed: 09/20/2024


Printed Name of **Special Education Local Plan Area (SELPA) Director:**

SELPA Director Signature: *Geovanni Linares*
Date Signed:

Printed Name of **LEA Implementation Lead:**

LEA Implementation Lead Signature: *Geovanni Linares*
Date Signed:

Printed Name of **LEA Fiscal Officer:**

LEA Fiscal Officer Signature: 
Date Signed: 09/20/2024



2023/2024 CIM for Sig Dis Quarterly Progress and Expenditure Report

Significant Disproportionality Compliance and Improvement Monitoring (CIM) for Comprehensive Coordinated Early Intervening Services (CCEIS)



Purpose of the report: The local educational agency (LEA) identified as being significantly disproportionate shall report expenditures, activities completed and progress on the measurable outcomes indicated by the CIM Plan for Improvement on this *2023/2024 Quarterly Progress and Expenditure Report form for Compliance and Improvement Monitoring (CIM): Significant Disproportionality*.

Due Date: The first report is due after the initial nine-month period, and quarterly thereafter, as indicated below. Submit completed and signed report to the California Department of Education (CDE) email at intensivemonitoring@cde.ca.gov within 10 days after the ending date of each report period.

Local Educational Agency (LEA) Name: Sacramento City Unified

Special Education Local Plan Area (SELPA): Sacramento City Unified SELPA

LEA Contact Name: Geovanni Linares

2023 Indicator(s)	2024 Indicator(s)
9 & 10	

Check appropriate boxes for each report:

2023 CIM Plan for Improvement			2024 CIM Plan for Improvement		
✓	Report #	Dates Covered	✓	Report #	Dates Covered
	1	July 1, 2023 - March 31, 2024		1	July 1, 2024 - March 31, 2025
X	2	April 1, 2024 - June 30, 2024		2	April 1, 2025 - June 30, 2025
	3	July 1, 2024 – September 30, 2024		3	July 1, 2025 – September 30, 2025
	4	October 1, 2024 - December 31, 2024*		4	October 1, 2025 - December 31, 2025*
	5	January 1, 2025 - March 31, 2025*		5	January 1, 2026 - March 31, 2026*
	6	April 1, 2025 - June 30, 2025*		6	April 1, 2026 - June 30, 2026*
	7	July 1, 2025 – September 30, 2025* (final expenditure report)		7	July 1, 2026 – September 30, 2026* (final expenditure report)
	FINAL	October 1, 2025 - December 31, 2025*		FINAL	October 1, 2026 - December 31, 2026*

* MUST include *data* on student outcomes as a result of the CCEIS activities.

Provide Unduplicated Student Count for this Quarter

General Education students served during this report period (unduplicated**): 0

Special Education students served during this report period (unduplicated**): 0

**unduplicated = Count should reflect the number of students served, *not the number of services provided*. Use student IDs to track students to ensure the number is unduplicated. It does not matter which plan the services are provided under.



PROGRESS ON MEASURABLE OUTCOMES AND ACTIVITIES

Target Population(s)

List the criteria (from your Plans) for your target Target Population(s) in the table below.

2023 Target Population	2024 Target Population
<p>The SCUSD student population make-up includes 41.3% Hispanic/Latino, 17% White, and 18% Asian, 12.1% African American, 8% Multi-racial, 2% Native Hawaiian or Pacific Islander, 1% Filipino, and 1% American Indian or Alaska Native. There are 69% of students are identified as socioeconomically disadvantaged, 0.4% are identified as Foster Youth, and 0.7% are identified as Homeless Youth. There are 20% of students are identified as English Learners and 15.1% are identified as Students with Disabilities.</p>	

Measurable Outcome and Progress on Each of the Activities from your Action Plans

Provide written descriptions for each Plan for Improvement Measurable Outcome and report on progress for all the activities under the Measurable Outcomes. Be sure to describe any policies, procedures, and/or practices that have been revised during this quarter and how those revisions have been publicly reported. (Insert information below or provide information in an attachment).

AMENDMENT REVIEW

Is your data showing improved student outcomes?

Yes No

Is there a need for a plan amendment?

2023 Plan: Yes No

2024 Plan: Yes No

If yes for either plan, please contact your FMTA Consultant.



EXPENDITURES RELATED TO PROGRESS REPORT

Indicate expenditures for all Measurable Outcomes and activities for this reporting period:

Line Item Resource Code 3312	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3312 Expenditures	\$ 0.00	\$ 0.00

Line Item Resource Code 3318	Expenditures 2023 Budget	Expenditures 2024 Budget
Line item 1000 Certificated Salaries	\$ 0.00	\$ 0.00
Line item 2000 Classified Salaries	\$ 0.00	\$ 0.00
Line item 3000 Employee Benefits	\$ 0.00	\$ 0.00
Line item 4000 Materials/Supplies	\$ 0.00	\$ 0.00
Line item 5000 Service/Other Operating Costs	\$ 0.00	\$ 0.00
Line item 5100 Contract Services (ICR cannot be used for Object Code 5100)	\$ 0.00	\$ 0.00
Line item 5800 Contract Services*	\$ 0.00	\$ 0.00
Line item 7300 Indirect Costs**	\$ 0.00	\$ 0.00
Total Resource Code 3318 Expenditures	\$ 0.00	\$ 0.00

*Services for the same vendor are capped at \$25,000 in 5800 Budget Line. The remainder must be moved into the 5100 Budget Line.

**Indicate the allowable California Department of Education (CDE) Approved Indirect Cost Rate (ICR) and total ICR used for expenditures made during this report period. The indirect cost changes by year, please note which year this report references.

CDE Approved 2023 ICR:
 Indirect Total for this report period (2023):

CDE Approved 2024 ICR:
 Indirect Total for this report period (2024):



EXPENDITURE SUMMARY FOR CCEIS RESOURCE CODES 3312 AND 3318

Provide expenditures and remaining balance for CCEIS Budget by Resource Code:

Expended this Quarter	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$1409081.15	\$ 0.00
Resource Code 3318	40800.75	\$ 0.00
Total Expenditures this Quarter	\$ 0.00	\$ 0.00

Prior Cumulative Expenditures <i>(expended and reported in previous quarters)</i>	Amount 2023 Budget	Amount 2024 Budget
Resource Code 3312	\$ 0.00	\$ 0.00
Resource Code 3318	\$ 0.00	\$ 0.00
Total Prior Cumulative Expenditures	\$ 0.00	\$ 0.00

2023 CCEIS Budget

Resource Codes 2023	Actual Budget 2023	Expenditures to Date 2023	Percent of Total Budget Expended to Date* 2023	Remaining Amount 2023
Resource Code 3312 - 2023	\$1409081.15	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2023	40800.75	\$ 0.00	%	\$ 0.00
Total 2023	\$ 0.00	\$ 0.00	%	\$ 0.00

*All funds must be expended by September 30, 2025. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.

2024 CCEIS Budget

Resource Codes 2024	Actual Budget 2024	Expenditures to Date 2024	Percent of Total Budget Expended to Date** 2024	Remaining Amount 2024
Resource Code 3312 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Resource Code 3318 - 2024	\$ 0.00	\$ 0.00	%	\$ 0.00
Total 2024	\$ 0.00	\$ 0.00	%	\$ 0.00

**All funds must be expended by September 30, 2026. Unexpended funds will be forfeited and returned. In addition, LEAs that fail to fully expend their funds as mandated under 34 CFR sections 300.646 (c) and (d), 300.647, and 300.646(d)(1) may face further sanctions at the State and Federal levels including the potential forfeiture of all funding set aside for the CIM Plan for Improvement.



SIGNATURES

Instructions: All signatures are required. By signing this report, the following authorized agents validate the accuracy of the information reported.

Printed Name of **Local Educational Agency (LEA) Superintendent:**

LEA Superintendent Signature: DocuSigned by:
Lisa Allen
2DA745FB73CF426...

Date Signed: 09/20/2024

Printed Name of **Special Education Local Plan Area (SELPA) Director:**

SELPA Director Signature: *Geovanni Linares*

Date Signed:

Printed Name of **LEA Implementation Lead:**

LEA Implementation Lead Signature: *Geovanni Linares*

Date Signed:

Printed Name of **LEA Fiscal Officer:**

LEA Fiscal Officer Signature: Signed by:
Janea Marking
D2972921888C416...

Date Signed: 09/20/2024

Acronym Legend:

CDE: California Department of Education
 ICR: Indirect Cost Rate
 SELPA: Special Education Local Plan Area

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

**Special Education Grant
 Indirect Cost Rate Report**

Grant Fiscal Year 2022-23

Name of Grant Program: IDEA 619 FEDERAL PRESCHOOL GRANT

Grantee Name: Sacramento City Unified School District

SELPA Name: Sacramento City Unified School District **SELPA Code:** 3412

Program Cost Account: 13430 **Vendor Number:** 67439 **Suffix:** 01

Standardized Account Code Structure (SACS) Resource Code: 3310 **Grant Amount:** \$272,005.00

The purpose of this report is to indicate the maximum allowable and actual indirect cost claimed by each local educational agency (LEA) receiving Individuals with Disabilities Education Act (IDEA) funds.

(A) LEA Name (maximum 40 characters, include spaces)	(B) Fiscal Year Used for ICR	(C) Total Actual Expenditure Less Indirect Cost Claimed	(D) Total Indirect Cost Claimed	(E) Total = (C+D)	(F) CDE - Approved LEA ICR (enter 5.25% as 0.0525)	(G) Maximum Allowable Indirect Cost	Add/Delete LEA
Sacramento City USD	2023	\$223,342.40	\$7,861.65	\$231,204.05	0.0352	\$7,861.65	+ -
Sacramento City USD	2024	\$40,801.00	\$0.00	\$40,801.00	0.0326	\$1,288.12	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	Total:	\$264,143.40	\$7,861.65	\$272,005.05		\$9,149.77	

Name and Title of Authorized Agent Janae Marking, Chief Business Official	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Contact Phone Number steven-meadows@scusd.edu 916-643-9170
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Signed By: Janae Marking Date Signed: 09/20/2024

* The signature of an authorized agent conveys agreement with and accuracy of the information provided.

Revised September 2022

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Acronym Legend

SELPA: Special Education Local Plan Area
 SCO: State Controller's Office

Special Education Federal Grants: Expenditure Report

Grant Fiscal Year:	2022-23								
Name of Grant Program:	IDEA 611 LOCAL ASSISTANCE ENTITLEMENTS								
Grantee Name:	Sacramento City Unified School District								
SELPA Name:	Sacramento City Unified School District			SELPA Code:	3412				
Program Cost Account:	13379	Vendor Number:	6	7	4	3	9	Suffix:	01
Standardized Account Code Structure (SACS) Resource Code:								3310	

Refer to the Grant Award Notification to complete the section above.

Refer to the Expenditure Report Instructions for reports 1–7 report periods, due dates, and reimbursement requirements.

Report Periods

Check the appropriate boxes to indicate the report period for this report.

- Report 1
- Report 2
- Report 3
- Report 4
- Report 5
- Report 6
- Report 7
- Final Report

Final Report

The Grantees may submit a Final Expenditure Report (FER) prior to the award ending date, if funds have been fully expended. Upon receipt of the FER and Indirect Cost Rate (ICR) Report (if applicable), the California Department of Education (CDE) will issue up to 100 percent of the total grant award. Refer to the Grant Award Notification conditions for ICR Report requirements. If the grantee did not expend all funds received, the CDE will issue an invoice for the amount (if any) determined as excess to be returned.

Expenditures Summary

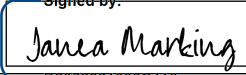
Description	Amount
A. Total Grant Award Amount	\$9,572,361.00
B. Prior Cumulative Actual Expenditures Reported, includes Comprehensive Coordinated Early Intervening Services (CCEIS), Coordinated Early Intervening Services (CEIS), and Private Parentally Placed Individual Service Plan (PPP ISP), if applicable	\$8,064,514.00
C. Current Actual Expenditures	\$0.00
D. Current CCEIS and CEIS Actual Expenditures (if applicable)	\$1,360,728.00
E. Current PPP ISP Actual Expenditures (if applicable)	\$21,391.19
PPP ISP Set Aside Amount (if applicable)	\$151,505.00
F. Total Combined Expenditures (B through E)	\$9,446,633.19
G. Cash Payments Received	\$0.00
H. Reimbursement Claimed (F minus G)	\$9,446,633.19
I. Report on Final Expenditures Report only. Indicate the Total Indirect Cost Claimed as reported on the ICR Report (if applicable)	\$67,103.53
J. Unused Balance (A minus F)	\$125,727.81

Certification

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812). Full records of receipts and expenditures have been maintained and are available for a period of five years after submission of a Final Expenditure Report.

Name and Title of Authorized Agent Janae Marking CBO	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Phone Number of Contact Person steven-meadows@scusd.edu 916-643-9170
--	--	--

Signature of Authorized Agent

Sign By <small>Signed by:</small>  <small>D2972921888C416...</small>	Date Signed <input type="text" value="09/20/2024"/>
---	---

For CDE Use Only

Approved By <input type="text"/>	Date Approved <input type="text"/>	Voucher Number <input type="text"/>
----------------------------------	------------------------------------	-------------------------------------

Payment Identifier <input type="text"/>	Interim Payment <input type="text"/>	Final Payment <input type="text"/>
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Comments	<input style="width: 90%;" type="text"/>
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Acronym Legend:

CDE: California Department of Education
 ICR: Indirect Cost Rate
 SELPA: Special Education Local Plan Area

Return completed form to:
 Special Education Division
 Administrative Services Unit
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

**Special Education Grant
 Indirect Cost Rate Report**

Grant Fiscal Year 2022-23

Name of Grant Program: IDEA 611 LOCAL ASSISTANCE ENTITLEMENTS

Grantee Name: Sacramento City Unified School District

SELPA Name: Sacramento City Unified School District **SELPA Code:** 3412

Program Cost Account: 13379 **Vendor Number:** 67439 **Suffix:** 01

Standardized Account Code Structure (SACS) Resource Code: 3310 **Grant Amount:** \$9,572,361.00

The purpose of this report is to indicate the maximum allowable and actual indirect cost claimed by each local educational agency (LEA) receiving Individuals with Disabilities Education Act (IDEA) funds.

(A) LEA Name (maximum 40 characters, include spaces)	(B) Fiscal Year Used for ICR	(C) Total Actual Expenditure Less Indirect Cost Claimed	(D) Total Indirect Cost Claimed	(E) Total = (C+D)	(F) CDE - Approved LEA ICR (enter 5.25% as 0.0525)	(G) Maximum Allowable Indirect Cost	Add/ Delete LEA
Sacramento City USD	2023	\$7,926,375.37	\$58,585.63	\$7,984,961.00	0.0352	\$271,513.36	+ -
Sacramento City USD	2024	\$1,453,154.29	\$8,517.90	\$1,461,672.19	0.0326	\$46,146.15	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	2022					\$0.00	+ -
	Total:	\$9,379,529.66	\$67,103.53	\$9,446,633.19		\$317,659.51	

Name and Title of Authorized Agent Janae Marking CBO	Name and Title of Contact Person Steven Meadows Budget Analyst	Email and Contact Phone Number steven-meadows@scusd.edu 916-643-9170
--	--	--

Signed By: Janae Marking Date Signed: 09/20/2024

* The signature of an authorized agent conveys agreement with and accuracy of the information provided.

**SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
MHO Medical Services, Inc.,
FOR SCHOOL LOCATED VACCINE EVENTS**

AGREEMENT

This Memorandum of Understanding (MOU) made and entered on August 1, 2024, outlines the responsibilities of the MHO Medical Services, Inc., a California professional corporation and Sacramento City Unified School District in implementing School-Located Vaccine Events; hereafter referred to as SLVEs.

The Childhood Immunization Project is a school-based vaccine program that will provide free vaccinations to SCUSD staff and families at Sacramento City Unified School District. Childhood Immunization Project is a partnership between MHO Medical Services, Inc., and Sacramento City Unified School District. This MOU shall remain in effect until terminated by either party in writing.

1. TERM AND TERMINATION.

1.1 Term. The Term of the MOU shall be from August 1, 2024 through July 31, 2025 ("Term"), unless earlier terminated as provided herein.

1.2 Termination for Convenience. Either Party may terminate this Agreement at any time for any reason, by giving thirty (30) days' written notice to the other Party. MHO Medical Services, Inc., shall immediately stop further performance of the Services upon receipt of written notice from District, unless otherwise directed.

2. RIGHTS AND RESPONSIBILITIES OF THE AGENCY

2.1 Provide school with promotional materials for staff to educate families about the SLVE.

2.2 Provide documents in appropriate language[s] and provide bilingual staff if needed.

2.3 Provide information to staff and teachers about the school-located vaccine event.

2.4 Provide school with consent forms to distribute to for students to participate in SLVE.

2.5 Provide staff or volunteers to review consents for completeness prior to the agreed-upon date for administration of the vaccinations.

2.6 Provide a team to administer free vaccinations to students and staff at the [insert event name], on the school campus, during [insert time of event]. Vaccinations will be administered by trained FNP's, RN's and or MA's.

2.7 Provide documentation to participants of the vaccine received.

2.8 Agency Service Location. All Agency Services shall be delivered to or provided

in-person at the District sites identified in **Attachment A**. The specific areas on District campuses where such services shall be provided will be determined by the District.

3. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

3.1 The District will permit MHO Medical Services, Inc., staff to enter School Sites/District properties identified on **Attachment A** to provide the Services listed above.

3.2 District nurses and support staff, to the extent reasonably possible as determined by the District in its sole discretion, will assist with promoting the Childhood Immunization Project services to youth and families in collaboration with MHO Medical Services, Inc., staff.

3.3 To support this effort, Sacramento City Unified School District will:

3.4 Promote the SLVE with families by posting provided promotional material on campus and distributing promotional materials.

3.5 Distribute and collect consent forms on the agreed-upon deadlines.

3.6 Communicate with MHO Medical Services, Inc., staff regarding material needs and scheduling.

3.7 Identify an appropriate space to hold the SLVE and provide chairs and tables as needed.

3.8 Permit MHO Medical Services, Inc., staff and volunteer's access to SCUSD and facilities as necessary to prepare for and participate in the SLVE. This may include access on dates other than the day of the SLVE.

3.9 Recruit volunteers to help support the SLVE staff on the day of the event.

3.10 Help identify students with their consent forms to maintain safety.

3.11 Not be involved in the direct provision of healthcare services. Provider shall be solely responsible for establishing arrangements of payment with insurance for billing, payment, and reimbursement.

3.12 Participate in a post-SLVE evaluation survey.

3.13 Ensure that MHO Medical Services, Inc., is provided with no more than Directory Information as defined under the Family Educational Right and Privacy Act (FERPA) with respect to students participating in the school-located vaccine event.

4. PERSONNEL.

4.1 Qualifications; Certifications/Licenses. Agency shall ensure that all Agency employees, staff, agents, and/or contractors assigned to provide Services to District shall hold any license, certificate, permit, or other document required for the service rendered, consistent with the Education Code and/or all other applicable laws. Agency shall maintain appropriate documentation of all applicable licenses, certificates, permits, or other documents held by all Agency employees, staff, agents, and/or contractors assigned to provide Services to District, and provide a copy to the District upon request.

5. INSURANCE.

5.1 Minimum Amounts. During the Term of this MOU, Agency shall maintain and provide at all times it performs any portion of the Services, the following insurance, with minimum limits equal to the amounts indicated below, at each Party's sole cost and expense:

- a. Comprehensive or Commercial General Liability insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- b. Sexual Abuse and Molestation Insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- c. Professional Liability (Errors and Omissions) Insurance with limits of at least \$1,000,000 Per Occurrence / \$2,000,000 Aggregate.
- d. Statutory Workers' Compensation Insurance, as prescribed by the law of the State of California.

5.2 Proof of Carriage of Insurance. Upon request, Agency shall furnish the District with certificates indicating the required coverages have been obtained.

5.3 Additional Insured. Agency shall list District, its Board of Education, officers, employees, agents, representatives, and authorized volunteers under its General Liability Policy as a named insured prior to Agency providing Services to the District. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Board and each trustee, its officers, employees, or authorized volunteers.

6. INDEMNIFICATION.

6.1 Indemnification by Agency. To the furthest extent permitted by law, Agency agrees to indemnify, defend, and hold harmless the District, its Board of Education, officers, employees, agents, representatives, and volunteers from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of work, service, obligations, or performance under this MOU, or for any activity, work, or thing done, permitted, or suffered by Agency in conjunction with this MOU, excluding those claims, liabilities, damages, or judgments arising from the sole active negligence or willful misconduct of District.

6.2 Indemnification by District. District agrees to indemnify, defend, and hold harmless Agency, its officers, employees and agents from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that Agency may incur and that arise out of the District's negligent acts or willful misconduct in connection with this Agreement.

6.3 Limitation of District Liability. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

7. GENERAL PROVISIONS.

7.1 Exclusive Use. Services provided under the Agreement are for the exclusive use

of the District and District students. No other persons shall be allowed onto District property for the purpose of receiving services by MHO Medical Services, Inc.,

7.2 Health and Safety. Agency is responsible for maintaining the health and safety of all District students and staff in the performance of this Agreement. Agency shall be responsible for complying with all applicable federal, state, county, District, or local laws, regulations, and guidelines regarding public health and safety, including but not limited to any requirements pertaining to a pandemic or epidemic.

7.3 Compliance with Laws and District Policies. Agency agrees to comply with all applicable federal, state, county and local laws and regulations, and District policies and practices in performing the Services under this Agreement. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination.

7.4 Fingerprinting Certification. Pursuant to the procedures provided in Education Code section 45125.1, Agency and its employees, staff, agents and/or contractors ("MHO Medical Services, Inc., staff") agree to fingerprint and perform background checks on all MHO Medical Services, Inc., staff who may encounter District students while performing Services under this MOU. Agency further agrees to read and sign the Fingerprinting Certification attached hereto as **Attachment B** and incorporated herein, and to provide the District with such written certification that Agency has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all MHO Medical Services, Inc., staff who may have contact with District students in the course of providing the Services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code sections 45122.1, *et seq.* A complete and accurate list of such cleared individuals who may come in contact with District students during any term of this Agreement will be maintained by Agency and made available to the District upon request.

7.5 Subsequent Arrest Notification. Agency shall notify the District within 24 hours of any notice (e.g. a subsequent arrest notice) that a MHO Medical Services, Inc., staff was arrested if that person has had or may have contact with District students.

7.6 Child Abuse Reporting. To the extent that Agency and its employees or contractors are deemed "mandated reporters" under Penal Code section 11165.7, Agency affirms that Agency and its employees or contractors who will be providing Services to the District are annually trained in, and shall comply with, all applicable child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11164 *et seq.* and Education Code section 44691.

7.7 Tuberculosis Examination. Agency shall comply with the requirements of California Education Code section 49406 and Health and Safety Code section 125125, *et seq.* regarding the assessment and, as applicable, examination, of all employees, contractors and volunteers for tuberculosis. For each employee or contractor of Agency that may provide Services under this Agreement, Agency shall provide to District documentation of such compliance before

Agency's employees or contractors encounter a student.

7.8 Independent Contractor. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties or MHO Medical Services, Inc., staff. The relationship between the Parties will always be that of independent contractors. Neither Party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein. Agency shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to Agency's employees.

7.9 Force Majeure. A Party shall be excused from the performance of any obligation imposed in this Agreement and the Attachments hereto for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third Parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, pandemic, epidemic, strikes or lockouts, and such nonperformance will not be a default hereunder or a grounds for termination of this Agreement. Agency shall not be entitled to recover any monetary damages from District because of a force majeure event.

7.10 Non-Discrimination. Agency affirms that it shall not, in employment or operation of its programs and Services, unlawfully discriminate on the basis of nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristic.

7.11 Confidentiality and Student Privacy. Agency and all of its employees, agents, personnel, and/or contractors shall maintain the confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing any and all Services pursuant to this Agreement, including but not limited to all District student information and records, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the Agency should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Agency and all its employees, agents, personnel, and/or contractors shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. Agency understands that all student records are confidential and agree to comply with all applicable federal, state, and local laws concerning the maintenance and disclosure of student records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

7.12 Disputes. In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties will meet and confer and attempt to resolve the matter informally. Thereafter, the Parties agree that all disputes in any way arising out of or relating to this Agreement will be submitted for resolution by non-binding mediation.

Each Party in such mediation shall bear its own costs and attorneys' fees incurred in connection with the mediation. Neither Party may initiate any arbitration or legal action prior to the conclusion of the mediation.

7.13 Governing Law/Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to enforce the terms and conditions of this Agreement shall be based in Sacramento County, California.

7.14 Notice. Any notice, demand or other communication required or desired to be given under the Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered by hand; (ii) one (1) business day after being sent by facsimile (with a transmission receipt verified by the sender and a hard copy promptly dispatched by United States mail, postage prepaid); (iii) one (1) business day after being sent by Federal Express or other nationally recognized overnight courier for next business day delivery, fee prepaid; or (iv) three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contract Analyst
5735 47th Avenue
Sacramento, California 95824

If to Agency:

MHO Medical Services, Inc.,
Masaru 'Rusty' Oshita, MD

7.15 Assignment. Neither the Agreement nor any duties or obligations under the Agreement shall be assignable by a Party to the Agreement without the express prior written consent of the other Party.

7.16 Severability. In the event any term, condition, or provision of the Agreement shall be held to be invalid, void, and/or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect and be valid and binding on the Parties hereto.

7.17 Attorneys' Fees and Costs. In the event of any legal action or proceeding to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, each Party shall bear its own litigation and collection expenses, including witness fees, court costs, and attorneys' fees and costs.

7.18 Captions. The captions of paragraphs used in the Agreement are for reference only and the text thereof are not to be construed as material to the understanding or interpretation of the respective provisions.

7.19 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained in it shall be valid or binding. This Agreement may be amended or modified only by the mutual written consent of the Parties hereto.

7.20 Counterparts. This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

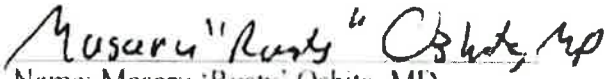
7.21 Incorporation of Recitals and Attachments. The recitals and each Attachment attached hereto are hereby incorporated herein by reference.

7.22 Governing Board Approval. In accordance with Education Code section 17604, this Agreement is subject to approval or ratification by the District Board of Education and does not become effective until and unless such approval/ratification is obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement upon the terms, conditions and provisions set forth above.

MHO Medical Services, Inc.,

Sacramento City Unified School District


Name: Masaru 'Rusty' Oshita, MD

Name: Janca Marking

President
Title

Chief Business Officer
Title


Signature

Signature

8/27/24
Date

Date


9/18/24

Sacramento City Unified School District
Memorandum of Understanding

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ATTACHMENT A

School Sites/District Properties Services will be Provided

1. SCUSD schools

ATTACHMENT B

Fingerprinting Certification

I, _____, on behalf of _____ (“Contractor”), certify that, pursuant to Education Code section 45125.1, Contractor has conducted the required criminal background check(s) of all persons who will be providing services to the Sacramento City Unified School District (“District”) on behalf of Contractor, and that none of those persons 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). I understand that this certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code section 45125.1, **attached hereto** is a list of names of the employees or agents of Contractor who will be providing services to the District and who are required to be fingerprinted. I agree to keep this list current and to notify the District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____, 2023, in Sacramento, California.

(Seal of business)

By: _____
(Signature)



AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and HMC Architects ("Architect ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on May 16, 2024.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be October 3, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from May 2024 to July 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after October 3, 2024, on a flat fee basis up to a maximum of \$1,508,376.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional architectural design services to develop PC fabrication drawings and structural engineering services for the modular buildings for permitting purposes.

Description of funding changes to contract:

Original contract amount	\$1,428,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$1,428,000.00
Amount of this change order.....	\$80,376.00

NEW CONTRACT AMOUNT.....\$1,508,376.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: October 3, 2024

**Sacramento City Unified School
District**

HMC Architects



9/17/24

Janea Marking
Chief Business & Operations Officer

Vipul Safi
Principal-in-Charge