



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and IlluminatED Collective, LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X Independent Contractor/Business/Organization\* [ ] Professional Services\*\* [ ] Partnership\*\*\*

- \* Any person, business, or organization that will be providing non-professional services to the District
\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01-6266-0-3800-1000-5800-214-EE03

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration
[ ] Restricted: [ ] Other:

For Billing (if applicable): X Bill to: Santa Rosa City Schools Billing frequency: Monthly

Contract is: X New [ ] Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: 30 District and High School Staff

Approved at Site by\*: [ ] Date: [ ]

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [ ] Date: 1/4/25

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Cardozo Phone #: 707-890-3800 x 80310
Name of SRCS employee AND dept: or school site

Proposed Contract Start Date: 1/23/25 Proposed Contract End Date: 6/30/25

Requisition #: [ ]

BUSINESS SERVICES USE ONLY

Verified Receipt of: [ ] Insurance(s) [ ] W-9 Form [ ] HR Clearance, if applicable
Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date: [ ]

Verified by: [ ] Date: [ ]

Fiscal Services Authorizer

LAST REVISED ON 3-12-24

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The Coordinator of College and Career Readiness will collaborate with Cheryl Hibbeln to design a professional learning development day for district and site staff focused on the connection between intention, action, and outcomes in site master scheduling. The District will also provide the location of the training and coordinate with site staff to participate.

(b) CONTRACTOR's Responsibilities and Duties:

Collaborate with the Coordinator of College and Career Readiness to design a professional learning development day focused on the connection between intention, action, and outcomes in site master scheduling.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 23, 2025, and will continue through June 30, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed four thousand Dollars (\$4000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The Contractor will submit monthly invoices to the district. Payment is due within 30 days of receipt of invoice.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

Design and delivery of a professional learning day focused on building the capacity of district and site staff to make adaptive and technical master scheduling shifts that support integrated pathway development and college and career outcomes. A post-survey will be administered to attendees to measure impact.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

	<b>Board Strategic Priorities</b>
<b>X</b>	<b>Priority 1- Life Ready Learners</b>
	<b>Priority 2- Whole Person Focus</b>
<b>x</b>	<b>Priority 3- High Quality Staff</b>
<b>x</b>	<b>Priority 4- Teaching and Learning Environment and Resources</b>
<b>x</b>	<b>Priority 5- Equity and Excellence</b>
	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers’ Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR 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 CONTRACTOR and CONTRACTOR’S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR’S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service’s regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with CONTRACTOR’S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole

negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

- (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

## 12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401

**CONTRACTOR:**

Name: Illuminated Collective, LLC  
Street: 11285 Affinity Court, Unit 121  
City/State/Zip: San Diego, CA 92131

707-890-3800

Phone: (858) 201-0984

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

Email: [illuminatedcollective.org](mailto:illuminatedcollective.org)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature: Cheryl Hibbeln

Lisa August

Print Name: Cheryl Hibbeln

Associate Superintendent

Title: President, IlluminatED Collective

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

Email: [cherylhibbeln@gmail.com](mailto:cherylhibbeln@gmail.com)

707-890-3800 x80201

Phone: (858) 201-0984



**FAFSA / DREAM ACT COMPLETION  
PROGRAM AGREEMENT**

Secondary School, Name of County Office of  
Education, District, or Charter Organization:

Santa Rosa City Schools

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Address:

211 Ridgway Ave

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Santa Rosa, CA 95401

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College Board Code (School)  
or CDS Code (COE or District):

70920

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**Please return to:**

California Student Aid Commission  
[webgrantsaccess@csac.ca.gov](mailto:webgrantsaccess@csac.ca.gov)

**For assistance, please contact:**

Institutional Support  
Phone: 1-888-294-0153  
Fax: 916-464-6499  
[schoolsupport@csac.ca.gov](mailto:schoolsupport@csac.ca.gov)

## ARTICLE I – FAFSA / DREAM ACT COMPLETION PROGRAM – AUTHORITY

The California Student Aid Commission (“Commission”) is a State Grant Agency authorized to receive certain data received or generated by the U.S. Department of Education (“Department”) concerning Free Application of Federal Student Aid (FAFSA) applicants because it administers State programs that provide financial assistance to students attending institutions of higher education. The Commission and the Department have entered into a Student Aid Internet Gateway Agreement (“SAIG Agreement”) that authorizes the Commission to, among other things, disclose limited Institutional Student Information Record (ISIR) information to local educational agencies and secondary schools related to the determination of the completion status of a student’s FAFSA and to facilitate providing assistance to such students in completing the FAFSA.

This Agreement establishes the conditions under which the Commission will disclose, and a Local Educational Agency (LEA) or Secondary School will receive, limited ISIR information as permitted under the terms of the SAIG Agreement. Disclosure of the limited ISIR data will be restricted to those students with whom the LEA or Secondary School has an “established relationship” as defined herein. The Local Educational Agency or Secondary School will be authorized to use the ISIR information for purposes of determining the completion status of a student’s FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA.

This Agreement governs the terms and conditions of the eligibility of an LEA or Secondary School to participate in the FAFSA Completion Program. The Agreement also governs the terms and conditions under which an LEA or Secondary School receives information from the Commission for California DREAM Act students. An LEA’s or Secondary School’s failure to comply with the administrative and/or information security responsibilities set forth in this Agreement may result in the termination of this Agreement.

## ARTICLE II – FAFSA / DREAM ACT COMPLETION PROGRAM – AGREEMENT

This Agreement is between the Commission and Santa Rosa City Schools, an entity that is qualified to enter into this Agreement, as a result of its status as an: (check one)

- LOCAL EDUCATIONAL AGENCY** - A Local Educational Agency is a public board of education or other public authority legally constituted with a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of a State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary schools and secondary schools; or any other public institution or agency that has an administrative control and direction of a public elementary or secondary school.
- SECONDARY SCHOOL** - A day or residential school that provides secondary education as determined under State law

The primary purpose of releasing limited ISIR data and/or California DREAM Act data containing personally identifiable student information is to allow the LEA or Secondary School to assist those students with whom it has an established relationship to use the ISIR / Cal ISIR information for purposes of determining the completion status of a student’s FAFSA and/or facilitating the delivery of assistance to students in completing the FAFSA / DREAM Act. For purposes of this Agreement, an LEA or Secondary School has an established relationship with a student as follows:

**LEA:** An established relationship exists between a student FAFSA applicant and an LEA where the student applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is providing services to the FAFSA applicant.

**SECONDARY SCHOOL:** An established relationship exists between a student FAFSA applicant and a Secondary School where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant.

This Agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For those students with whom the LEA / Secondary School has an established relationship, the Commission may release the following FAFSA Filing Status Information from the ISIR and/or the DREAM Act Filing Status Information from the Cal ISIR:

- Student's first name;
- Student's last name;
- Student's date of birth;
- Student's ZIP Code;
- FAFSA submitted date (the date the FAFSA was submitted to the Department);
- FAFSA processed date (the date the Department processed the FAFSA);
- a Selected for Verification flag; and
- a FAFSA completion flag, as determined by the Agency (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).

The Commission will release this student information with the understanding that:

- No individual student data shall be identifiable in any reports not created specifically for the LEA or Secondary School;
- Qualified personnel at the LEA or Secondary School shall be proficient and experienced in managing secure, confidential data. The LEA or Secondary School agrees to restrict distribution of the ISIR data to qualified personnel; in no event will any personally identifiable information be released to any person or organization other than the qualified personnel of the LEA or Secondary School;
- Student data files shall be returned or destruction when no longer needed for the purposes for which the agreement to release personally identifiable information is drawn;
- The LEA / Secondary School shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (20 USC 1232g). Should the LEA, its agents, or assignees; the Secondary School, its agents, or assignees; or the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 USC 1232g, any of the parties to this agreement may terminate this agreement and demand the destruction or return of all data supplied by the parties and all data matched or derived there from within three (3) working days;
- The Commission reserves the right to withhold personally identifiable student data from the LEA / Secondary School at any time.

## ARTICLE III – FAFSA COMPLETION PROGRAM – INFORMATION SECURITY PROVISIONS

The Information Security components of this Agreement are to control access to the Commission's information processing facilities and data, as well as, to provide procedure for oversight of the LEA or Secondary School's compliance with the provisions of this Agreement.

The LEA or Secondary School agrees to comply with all applicable federal, state, and local information security, confidentiality and privacy laws and regulations, Commission policies and requirements pertaining to the proper access, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information maintained on the Commission's Grant Delivery System (GDS) WebGrants system and/or pertaining to the Commission, its programs, and its program applicants and/or recipients.

The LEA or Secondary School will execute a Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement and, at all times, comply with the terms and conditions thereof, prior to gaining access to the GDS WebGrants system. The signed GDS-WebGrants Information Security and Confidentiality Agreement must be received and approved by the Commission prior to any access being granted to the LEA or Secondary School.

The Commission reserves the right to monitor or revoke access to the Commission's network and data by an LEA or Secondary School, or any individual staff member(s) of the entity.

### **Administrative Authorization for Access and Roles/Responsibilities**

- A. The LEA or Secondary School will use the FAFSA Filing Status Information provided under the terms of this Agreement only for purposes that are consistent with section 483(a)(3)(E) of the Higher Education Act of 1965, as amended (HEA).
- B. The LEA or Secondary School will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99).
- C. The LEA or Secondary School will not re-disclose or share the FAFSA Filing Status information or DREAM Act Filing Status information obtained from the Commission in personally identifiable form other than (1) to the FAFSA / DREAM Act applicant and to the FAFSA / DREAM Act applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA / DREAM Act applicant or consent of the FAFSA / DREAM Act applicant's parents if the FAFSA / DREAM Act applicant is under the age of 18, or (2) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E) and FERPA.
- D. The LEA or Secondary School shall restrict access to the data provided under this Agreement to only those authorized personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
- E. The LEA or Secondary School will advise all personnel with access to the data provided under this Agreement of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, State or local laws.

- F. The LEA or Secondary School will maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- G. The LEA or Secondary School will immediately disable the password and ID of any employee or agent of the LEA or Secondary School whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the LEA or Secondary School.
- H. The LEA or Secondary School will ensure that all employees or agents who require WebGrants (GDS) access will sign a "Grant Delivery System (GDS) WebGrants User Access Request Form" prior to being granted access to the WebGrants System. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institutional- supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

### **Data Security**

- A. The LEA or Secondary School will protect the integrity of the FAFSA Filing Status information / DREAM Act Filing Status information received under this Agreement from unauthorized access, use or re-disclosure.
- B. The LEA or Secondary School shall maintain a historical record that identifies to the Commission or its representative, the identification of the individual(s) with access to the Commission's network for three (3) years following the last day of the award year.
- C. Passwords and user identification numbers (IDs) are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs. Passwords will be changed on a regular basis, as required by the Commission.
- D. Confidential data that is no longer required for use by the LEA or Secondary School, or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- E. The LEA or Secondary School shall establish training programs and acceptable use policies for LEA or Secondary School employees regarding information security, privacy and confidentiality to include Commission data.
- F. The LEA or Secondary School will establish and enforce policies to ensure that Commission data and WebGrants access are conducted from secured systems on-site within the LEA or Secondary School.
- G. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after

the Institution's awareness of the incident.

- H. No Commission data or assets shall be transferred to or shared by the LEA or Secondary School with any third party.
- I. To the extent authorized by law the LEA or Secondary School will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.

ARTICLE III – FAFSA COMPLETION PROGRAM – GENERAL PROVISIONS

- A. EFFECTIVE DATE. The effective date of this Agreement is the Commission’s notification to the LEA or Secondary School that this Agreement and the required Grant Delivery System (GDS) WebGrants Information Security and Confidentiality Agreement have been received and approved.
- B. TERMINATION. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party. All confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. COMPLIANCE. The LEA or Secondary School agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to its compliance with the terms of this Agreement.
- D. NONCOMPLIANCE. If the Commission finds that the LEA or Secondary School has failed to comply with this Agreement, the Commission shall require the LEA or Secondary School to delete or return all data received under this Agreement, including any copies made of such data. The Commission may terminate this Agreement and/or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the Commission and/or its financial aid programs, and any other party impacted by noncompliance with this Agreement.
- E. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by the Parties.
- F. SEVERABILITY: If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

\_\_\_\_\_  
Signature

Lisa August Associate Superintendent

\_\_\_\_\_  
Name and Title

Santa Rosa City Schools

\_\_\_\_\_  
Name of LEA or Secondary School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tae Kang, Deputy Director  
Program Administration and Services Division  
California Student Aid Commission

\_\_\_\_\_  
Date

## WebGrants Access Request – Additional Schools List

Utilize this form if access to more than one institution, school, organization, or LEA is needed. List the information below and **submit this form along with the WebGrants Access Request form**. You may utilize additional pages if needed. Copies of this documentation shall also remain at the Institution.

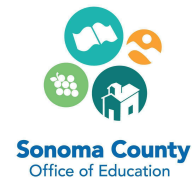


Institution/School/Organization/LEA Information	
Institution/School/Organization/LEA Name: <b>Elsie Allen High School</b>	OPE ID/College Board Code: <b>053316</b>
Institution/School/Organization/LEA Address: <b>599 Bellevue Avenue, Santa Rosa CA 95407</b>	
Institution/School/Organization/LEA Name: <b>Maria Carrillo High school</b>	OPE ID/College Board Code: <b>053386</b>
Institution/School/Organization/LEA Address: <b>6975 Montecito Boulevard, Santa Rosa CA 95409</b>	
Institution/School/Organization/LEA Name: <b>Montgomery High School</b>	OPE ID/College Board Code: <b>053328</b>
Institution/School/Organization/LEA Address: <b>1250 Hahman Drive, Santa Rosa CA 95405</b>	
Institution/School/Organization/LEA Name: <b>Piner High School</b>	OPE ID/College Board Code: <b>053329</b>
Institution/School/Organization/LEA Address: <b>1700 Fulton Road, Santa Rosa CA 95403</b>	
Institution/School/Organization/LEA Name: <b>Ridgway High School</b>	OPE ID/College Board Code: <b>053333</b>
Institution/School/Organization/LEA Address: <b>325 Ridgway Avenue, Santa Rosa CA 95401</b>	
Institution/School/Organization/LEA Name: <b>Santa Rosa High School</b>	OPE ID/College Board Code: <b>053330</b>
Institution/School/Organization/LEA Address: <b>1235 Mendocino Avenue, Santa Rosa CA 95401</b>	
Institution/School/Organization/LEA Name:	OPE ID/College Board Code:
Institution/School/Organization/LEA Address:	
Institution/School/Organization/LEA Name:	OPE ID/College Board Code:
Institution/School/Organization/LEA Address:	
Institution/School/Organization/LEA Name:	OPE ID/College Board Code:
Institution/School/Organization/LEA Address:	
Institution/School/Organization/LEA Name:	OPE ID/College Board Code:
Institution/School/Organization/LEA Address:	

## CUSTOM SERVICES AGREEMENT

**BETWEEN**

**SONOMA COUNTY OFFICE OF EDUCATION & SANTA ROSA CITY SCHOOLS**



### Time Frame and Terms

The agreement's timeframe is the 2024-25 school year. It shall be in effect from July 1, 2024, through June 30, 2025. Either party may revise or terminate it upon 45 days' written notice. Cancellation requests made by the LEA 45 days or less from the first date of scheduled service will result in a cancellation fee of 20% of the total cost of planned services.

### Agreements

#### Sonoma County Office of Education will:

Schedule the services of the following SCOE employees (*note: substitutions will be made as needed at SCOE's discretion*):

SCOE Main Contact Name, Email, Phone: Rick Barlow, (707) 522-3209, rbarlow@scoe.org

Additional SCOE Support Team Members: Leah Kenzy; Gina Godfrey

Above Named SCOE employees will: provide in-class coaching and site-based professional learning in mathematics at Brook Hill, Monroe Elementary, Slater Middle School, and Montgomery High School

LEA Name: Santa Rosa City Schools

DA Eligible: **Yes** or No (highlight)

LEA Main Contact Name, Email, Phone: Samuel Martinez, Director of Secondary Education, [smartinez@srcs.k12.ca.us](mailto:smartinez@srcs.k12.ca.us)  
707-890-3800

#### LEA will:

Coordinate dates for services with the SCOE main contact listed on this agreement.

Coordinate and provide room(s)/facilities for training as necessary.

Publicize all workshops/events and schedule teachers' attendance when required.

Provide substitutes for teachers as needed to participate in services.

Coordinate and compensate employees, as applicable.

Provide SCOE team with implementation data and/or feedback as requested

Reimburse SCOE for services and materials as indicated below, totaling \$\_\_\_ at the completion of service reconciliation and no later than June 30, 2025.

#### DA-Eligible LEAs Only: Connection to Urgent Articulated Problem/LCAP Goals and Anticipated Outcomes:

Describe how this professional learning connects to district's **Urgent Articulated Problem** and **LCAP Goals**:

The Urgent Articulated Problem identified in SRCS is that "In the Santa Rosa City Schools District, **English Language Learners** make up **22% of students identified with disabilities**, compared to 14% of non-English Learners being identified with disabilities in the overall SRCS district." As part of the effort to reduce over-identification of ELLs as SWD, SCOE will support teachers on providing high quality tier 1 instruction in mathematics, thus increasing access and opportunities to learn.

LEA expected outcomes for **staff** will be: Teachers at the four partner schools (Monroe, Brook Hill, Slater MS, and Montgomery HS), will engage in at least two coaching cycles during the 24-25 school year with a SCOE math team member. The purpose of the coaching cycle is to support teachers in the implementation of instructional practices that increase opportunities to learn.

LEA expected outcomes for **students** will be: Students, particularly those furthest from accessing grade level standards, will experience more equitable access to high-quality mathematics instruction, resulting in reduced achievement gaps. Students will also show higher levels of engagement and active participation in mathematics lessons, as teachers implement strategies to make learning more interactive and student-centered.

**Non-DA-Eligible LEAs Only: Connection to LCAP Goals and Anticipated Outcomes:**

Describe how this professional learning connects to district's **LCAP Goals**:

LEA expected outcomes for **staff** will be:

LEA expected outcomes for **students** will be:

**Dates of Service and Fee Structure**

Type of Service	Fee	# of Days	Dates	# of Providers	Cost (Fee x Days x Providers)
Weekday Full Day (8 hours)	\$1200	36		1	\$43,200
Weekday Partial Day (4 hours)	\$600	9		1	\$5,400
Weekday Partial Day (2 hours)	\$300				
Weekend Full Day (8 hours)	\$1500				
Weekend Partial Day (4 hours)	\$750				
Parent Education Evening (2 hours)	\$300				
<b>SubTotal</b>					<b>\$48,600</b>
<i>The above cost includes preparation time, mileage, and materials excluding those listed below.</i>					
Materials			Cost of Material Per Attendee	# of Attendees	Cost (Cost x Attendees)
Title of materials			\$		0
<b>NOTE: Due to DA eligibility, this service is provided at no charge to SRCS</b>					<b>Total Cost</b> <b>\$48,600</b> <b>No charge</b>

**CSA has been reviewed and approved by the following:**

<b>SCOE Program/Project Coordinator/Specialist</b>	<b>Signature:</b>	<b>Date:</b>
<b>SCOE Supervising Director</b>	<b>Signature:</b>	<b>Date:</b>
<b>SCOE District Lead</b>	<b>Signature:</b>	<b>Date:</b>

**Signatures**

In witness whereof, this agreement has been executed by the parties hereto:

Signature:	Signature:
Date:	Date:
Diann Kitamura, Deputy Supt. or Kelley Dillon, Asst. Supt.	Daisy Morales, Superintendent
Sonoma County Office of Education	Santa Rosa City Schools

**CONTRACTED SERVICES AGREEMENT**

**Contract # 142090** District: Santa Rosa Elementary School District

**Program:** SKY DOME PLANETARIUM

**Date:** THURSDAY, JANUARY 30, 2025

**Start Time:** 8:15 AM **End Time:** 12:45 PM

**Sessions:** 5

Final payment due by date of show.  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Michael Jablonski Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401	<b>Program to be held at:</b> Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401 <b>Attention:</b> Michael Jablonski
---	---

**Sign and Return this Contract Agreement and Deposit to our office by: Friday, January 17, 2025**

Include Contract # **142090** on your payment for it to be properly applied.

**Program Cost:** \$1,795.00

**Add'l Fee:**



**Grand Total:** \$1,795.00 **3% Convenience Fee**

**Deposit:** \$897.50 **for CC Payments**

Payments Received		
Amount	Date Received	Notes
<b>Balance:</b>	<b>\$1,795.00</b>	

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (707) 890-3906

\*Required Field

**Client\*:** Michael Jablonski

**Title\*:** Principal

**Client Phone\*:** (646) 703-3732

**Email\*:** mjablonski@srcs.k12.ca.us

**Alternate\*:** Alejandra Rivas

**Title\*:** Office Manager

**Alt. Phone\*:** (707) 890-3906

**Email\*:** arivas@srcs.k12.ca.us

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive approximately 60 minutes prior to the performance time. Set up approximately 45 minutes.
- Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- Recording of the performance is prohibited without prior written permission.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Performance area must have at least a 15 foot high ceiling and a 36 foot diameter to accommodate the Sky Dome.
- Maximum of 5 programs per day. Additional programs will have an additional charge.
- Maximum of 70-90 students per session.
- Group by grade levels recommended.
- Lunch and breaks required when 3 or more sessions are scheduled.
- One electrical outlet.

**Special Performer Instructions:**

8:15-9:00, 9:05-9:55, 10:00-10:45

10:50-11:35, 12:00-12:45

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

[cindyk@mobileedproductions.com](mailto:cindyk@mobileedproductions.com)

Sign and Return **X**

**Lisa Cavin, SRCS**

Authorized Representative for: Steele Lane Elementary School

Customer Code 707STEEL

Jamar/jb518/Sky

**Contract Number: 142090**

Date Issued 1/6/2025 4:07:10

**CONTRACTED SERVICES AGREEMENT**

**Contract #** 142094 **District:** Santa Rosa Elementary School District  
**Program:** DR. MARTIN LUTHER KING, JR.  
**Date:** THURSDAY, FEBRUARY 6, 2025  
**Start Time:** 8:00 AM **End Time:** 10:45 AM **Sessions:** 3

Final payment due by date of show.  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Michael Jablonski Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401	<b>Program to be held at:</b> Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401 <b>Attention:</b> Michael Jablonski
---	---

**Sign and Return this Contract Agreement and Deposit to our office by: Friday, January 17, 2025**

Include Contract # **142094** on your payment for it to be properly applied.

**Program Cost:** \$1,695.00

**Add'l Fee:**



**Grand Total:** \$1,695.00 **3% Convenience Fee**

**Deposit:** \$847.50 **for CC Payments**

Payments Received		
Amount	Date Received	Notes
<b>Balance:</b>	<b>\$1,695.00</b>	

**School Contact Information:** Please notify us of any corrections. **School Phone\*:** (707) 890-3906 \*Required Field  
**Client\*:** Michael Jablonski **Title\*:** Principal **Client Phone\*:** (646) 703-3732 **Email\*:** mjablonski@srcs.k12.ca.us  
**Alternate\*:** Alejandra Rivas **Title\*:** Office Manager **Alt. Phone\*:** (707) 890-3906 **Email\*:** arivas@srcs.k12.ca.us

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive approximately 30-60 minutes prior to the performance time. Set up 30 minutes.
- Custodial assistance to help load & unload may be needed. Performance area must be clear of clutter.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult supervision for each program is required.
- A performance area at least 10' x 20' is recommended exclusive of audience area.
- Handicap accessibility to the building and performance space (no stairs).
- Designated parking for presenter's vehicle.
- Performance time is 40-45 minutes.
- Additional programs will have an additional charge.
- One 6' banquet style table. One electrical outlet.
- Projection screen if available.
- Tear down 20 minutes.

**Special Performer Instructions:**

- 8:00-8:45
- 9:00-9:45
- 10:00-10:45

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**  
For Mobile Ed Productions, Inc.  
cindyk@mobileedproductions.com

Sign and Return **X**

**Lisa Cavin, SRCS**  
Authorized Representative for: Steele Lane Elementary School

**CONTRACTED SERVICES AGREEMENT**

**Contract #** 142091 **District:** Santa Rosa Elementary School District  
**Program:** STEAM MUSEUM  
**Date:** TUESDAY, MARCH 11, 2025  
**Start Time:** 8:15 AM **End Time:** 1:40 PM **Sessions:** 6

Final payment due by date of show.  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Michael Jablonski Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401	<b>Program to be held at:</b> Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401 <b>Attention:</b> Michael Jablonski
---	---

**Sign and Return this Contract Agreement and Deposit to our office by: Friday, January 17, 2025**

Include Contract # **142091** on your payment for it to be properly applied.

**Program Cost:** \$1,795.00

**Add'l Fee:**

**Grand Total:** \$1,795.00

**Deposit:** \$897.50



**3% Convenience Fee for CC Payments**

Payments Received		
Amount	Date Received	Notes
<b>Balance:</b>	<b>\$1,795.00</b>	

**School Contact Information:** Please notify us of any corrections. **School Phone\*:** (707) 890-3906 \*Required Field  
**Client\*:** Michael Jablonski **Title\*:** Principal **Client Phone\*:** (646) 703-3732 **Email\*:** mjablonski@srcs.k12.ca.us  
**Alternate\*:** Alejandra Rivas **Title\*:** Office Manager **Alt. Phone\*:** (707) 890-3906 **Email\*:** arivas@srcs.k12.ca.us

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive 2 hours prior to the performance time to load-in.
- School will provide one custodian to assist with loading and unloading.
- An indoor 50' x 50' space (gym, multipurpose room) for the entire day. Performance area to be clear of clutter.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Six adult volunteers to assist during the sessions all day.
- Please, no cell phone, food, drink or other distractions present during the program.
- 60 students per session with a maximum of six sessions. Sessions are 40 minutes in length with a five minute transition.
- Additional sessions will have an additional charge.
- Lunch and breaks required when 3 or more sessions are scheduled.
- Three electrical outlets.
- 90 minutes for performer and school custodian to tear-down and load-out.
- A minimum of ten exhibits will be available on the day of the show.

**Special Performer Instructions:**

8:00-8:40, 8:45-9:25, 9:30-10:10, 10:15-10:55,  
11:00-11:40, Lunch, 12:15-12:55, 1:00-1:40

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

**cindyk@mobileedproductions.com**

**Sign and Return X**

**Lisa Cavin, SRCS**

Authorized Representative for: Steele Lane Elementary School

Customer Code 707STEEL  
Peter/pl328/STEAM

**Contract Number: 142091**

Date Issued 1/6/2025 4:12:25

**CONTRACTED SERVICES AGREEMENT**

26018 West Seven Mile Road  
Redford, Michigan 48240  
Toll Free (800) 433-7459  
Office (313) 533-4455  
Fax (313) 533-8445  
www.mobileedproductions.com  
Fed. ID #38-2463141

**Contract # 142092** District: Santa Rosa Elementary School District

**Program:** DRUMPERKS

**Date:** WEDNESDAY, APRIL 16, 2025

**Start Time:** 8:00 AM

**End Time:** 10:45 AM

**Sessions:** 3

Final payment due by date of show.  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Michael Jablonski Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401	<b>Program to be held at:</b> Steele Lane Elementary School 301 Steele Lane Santa Rosa CA 95401 <b>Attention:</b> Michael Jablonski
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**Sign and Return this Contract Agreement and Deposit to our office by: Friday, January 17, 2025**

Include Contract # **142092** on your payment for it to be properly applied.

**Program Cost:** \$1,795.00

**Add'l Fee:**



**Grand Total:** \$1,795.00

**3% Convenience Fee for CC Payments**

**Deposit:** \$897.50

Payments Received		
Amount	Date Received	Notes
<b>Balance: \$1,795.00</b>		

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (707) 890-3906

\*Required Field

**Client\*:** Michael Jablonski

**Title\*:** Principal

**Client Phone\*:** (646) 703-3732

**Email\*:** mjablonski@srcs.k12.ca.us

**Alternate\*:** Alejandra Rivas

**Title\*:** Office Manager

**Alt. Phone\*:** (707) 890-3906

**Email\*:** arivas@srcs.k12.ca.us

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive approximately 60 to 75 minutes prior to the performance time. Set up approximately 45 minutes.
- Custodial assistance to load and unload may be needed. Performance area to be clear of clutter.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult supervision for each program is required.
- Minimum size of Drumming space for audience participation: 30' x 30'.
- Ideal for gym, basketball court, stage indoor or outdoor.
- 120V power supply.
- Performance time is 45-50 minutes. Additional sessions will have an additional charge.
- Required reset time of 10-15 minutes between each session.
- Tear down 30 minutes.

**Special Performer Instructions:**

- 8:00-8:45
- 9:00-9:45
- 10:00-10:45

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

**cindyk@mobileedproductions.com**

**Sign and Return X**

**Lisa Cavin, SRCS**

Authorized Representative for: Steele Lane Elementary School

Customer Code 707STEEL

Sean/ss482/DPERK

**Contract Number: 142092**

Date Issued 1/6/2025 4:17:48



**CYBHI FEE SCHEDULE PARTICIPATION PROVIDER AGREEMENT – LOCAL EDUCATIONAL AGENCIES**

**Application for Enrollment or Continued Enrollment in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program**

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to your organization.

		Date 1/22/25	
Legal name of applicant or provider (hereinafter jointly referred to as "Provider")  Santa Rosa City Schools		Business name (if different than legal name)	
Provider number (NPI)  1689790644		Business Telephone Number ( 707 ) 890-3800 x80941	
Business address (number, street) 110 Stony Point Ave Suite 210	City Santa Rosa	State CA	Zip code 95401
Mailing address (number, street) 110 Stony Point Ave Suite 210	City Santa Rosa	State CA	Zip code 95401
Pay-to address (number, street) 110 Stony Point Ave Suite 210 Accounts Receivable	City Santa Rosa	State CA	Zip code 95401
Taxpayer Identification Number <sup>1</sup> 68-0180139			

**EXECUTION OF THIS CYBHI PROVIDER PARTICIPATION AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HERINAFTER "DHCS") IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM, PURSUANT TO THE WELFARE AND INSTITUTIONS CODE, SECTION 5961.4, AND THE MEDI-CAL PROGRAM, PURSUANT**

<sup>1</sup> The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

**TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).**

**EXECUTION OF THIS CYBHI FEE SCHEDULE PROVIDER AGREEMENT HAS THE EFFECT OF ENROLLING THE PROVIDER IN THE MEDI-CAL PROGRAM. AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM AND THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE.**

**A. CYBHI FEE SCHEDULE PROGRAM LEGAL CONTEXT**

1. Pursuant to Welfare and Institutions (W&I) Code section 5961.4, DHCS developed the statewide school-linked fee schedule (hereinafter CYBHI Fee Schedule) program and provider network to reimburse providers for the provision of outpatient mental health and substance use disorder services furnished to a student, 25 years of age or younger, at a schoolsite.<sup>2</sup>
2. Each Medi-Cal Managed Care Plan (hereinafter MCP) and the Medi-Cal Fee-for-Service Delivery System, pursuant to the W&I Code section 5961.4, health care service plan, pursuant to Health and Safety (H&S) Code section 1374.722, and disability insurer, pursuant to Insurance Code section 10144.53, shall reimburse providers of medically necessary outpatient mental health or substance use disorder treatment provided at a schoolsite to a student 25 years of age or younger who is an enrollee of the plan or delivery system.
3. Provider will be reimbursed at the published fee schedule rates<sup>3</sup> for the provision of medically necessary outpatient mental health and substance use disorder services furnished to a student under the age of 25 at a schoolsite.

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<sup>2</sup> Schoolsite means a facility or location used for public kindergarten, elementary, secondary, or postsecondary purposes. "School site" also includes a location not owned or operated by a public school, or public school district, if the school or school district provides or arranges for the provision of medically necessary treatment of a mental health or substance use disorder to its students at that location, including off-campus clinics, mobile counseling services, and similar locations. See H&S Code § 1374.722(b)(6).

<sup>3</sup> CYBHI Fee Schedule, including applicable rates, is published on the DHCS website: <https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx>

4. Pursuant to W&I Code section 5961.4(e), this Agreement does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state or federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

## **B. MEDI-CAL AND GENERAL TERMS AND CONDITIONS**

1. **Term and Termination.** This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date Provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program and the CYBHI Fee Schedule program. During any period in which Provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in W&I Code section 14043.27(c).
2. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable federal and state laws and regulations, including applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), any applicable rules or regulations promulgated by DHCS pursuant to these Chapters or pursuant to the W&I Code (commencing with Section 5961), the Medi-Cal Provider Manual;<sup>4</sup> the CYBHI Fee Schedule Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section 49400. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations

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<sup>4</sup> <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/publications/manual>

promulgated by DHCS pursuant to these Chapters, it may be subject to any and all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.

- 3. National Provider Identifier (NPI).** Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the National Provider and Practitioner Enumeration System (NPDES) and is in compliance with all NPI requirements established by the Centers for Medicare and Medicaid Services (CMS) as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an “addition or change in the information previously submitted” which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
- 4. Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any eligible student member, or the fiscal integrity of the Medi-Cal program or the CYBHI Fee Schedule program.
- 5. Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or the CYBHI Fee Schedule program or in any other way discriminate against a person because of that person’s race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
- 6. Licensing.** To the extent applicable, Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to W&I section 14043.6, if Provider has license(s),

certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

- 7. Insurance.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Insurance Code section 700.
- 8. Record Keeping and Retention.** Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, including, but not limited to, the records described in section 51476 of Title 22, California Code of Regulations, and the records described in section 431.107 of Title 42 of the Code of Federal Regulations. Provider further agrees that such records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of ten years from the date the goods, supplies, or merchandise were furnished or the services rendered.
- 9. DHCS, AG and Secretary Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States CMS (Secretary). Provider further agrees to

provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.

- 10. Confidentiality of Member Information.** Provider agrees that all medical records of CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, made or acquired by Provider shall be confidential and shall not be released without the written consent of the member or his/her personal representative, or as otherwise authorized by law.
- 11. Disclosure of Information to DHCS.** Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program. Provider further agrees that all bills or claims for payment to DHCS, or its designee, by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS, or its designee. Provider further agrees to reimburse those CYBHI Fee Schedule program reimbursements received during any period for which information was not reported, or reported falsely, to DHCS.
- 12. Information Regarding Subcontractors and Suppliers.** As applicable, Provider agrees to submit, within 35 days of the date on a request by the Secretary or DHCS, the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- 13. Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site

inspection prior to enrollment; (2) review of medical and business records; and, (3) data searches.

**14. Unannounced Visits by DHCS, AG and Secretary.** Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program or the CYBHI Fee Schedule program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program or the CYBHI Fee Schedule program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code section 12528. Premises subject to inspection include billing agents, as defined in W&I Code section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program and the CYBHI Fee Schedule program.

**15. Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program, the CYBHI Fee Schedule program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.

**16. Investigations of Provider for Fraud or Abuse.** Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten

business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to W&I section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

**17. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.**

Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

**18. Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Medi-Cal program or the CYBHI Fee Schedule program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.

**19. Prohibition of Rebate, Refund, or Discount.** Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member or CYBHI Fee Schedule program beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member.

Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.

**20. Member Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or from other persons on behalf of the program beneficiary, for any service included in the CYBHI Fee Schedule program's scope of benefits.

**21. Compliance with Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code and its implementing regulations, and the Medi-Cal provider manual.

**22. Payment from CYBHI Fee Schedule Program Shall Constitute Full Payment.** Provider agrees that payment received from a payer of responsibility in accordance with CYBHI Fee Schedule program shall constitute payment in full.

**23. Deficit Reduction Act of 2005, Section 6032 Implementation.** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services (HHS) may specify.

**24. Termination of Provisional Provider or Preferred Provisional Provider Status.** Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program or the CYBHI Fee Schedule program in the following circumstances:

- a. The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any

government program within 10 years of the date of the application package.

- b. There is a material discrepancy in the information provided to DHCS, or with the requirements to be enrolled in the Medi-Cal program, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
- c. The provider has provided material information that was false or misleading at the time it was provided.
- d. The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- e. The provider fails to possess either of the following:
  - i. The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
  - ii. The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
- f. The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program, the CYBHI Fee Schedule program, or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy

or significant harm to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to the public welfare.

- g. The provider submits claims for payment that subject a provider to suspension under W&I Code section 14043.61.
- h. The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless services are rendered at a location that meets the definition of a schoolsite in the H&S Code section 1374.722(b)(6).
- i. The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, including the CYBHI Fee Schedule program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

**25. Provider Suspension; Appeal Rights; Reinstatement.** Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program and the CYBHI Fee Schedule program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal member, except for services, supplies, goods, or merchandise provided prior to the suspension.

- a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:
  - i. Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (W&I Code section 14123(b), (c).)
  - ii. If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s),

- or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (W&I Code section 14043.6.)
- iii. If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under W&I Code section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.
- b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:
- i. Provider violates any of the provisions of Chapter 7 of the W&I Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to H&S Code, Section 100171. (W&I Code section 14123(a), (c).)
  - ii. Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members. Administrative appeal pursuant to H&S Code section 100171. (W&I Code section 14124.2.)

**26. Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.

**27. Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**28. Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with

Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

- 29. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 30. Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
- 31. Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
- 32. Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed non-applicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
- 33. Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or in the CYBHI Fee Schedule program, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
- 34. Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
- 35. Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
- 36. Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this

Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

**37. Provider Attestation.** Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

### **C. CYBHI FEE SCHEDULE TERMS AND CONDITIONS**

**1. Compliance with the CYBHI Fee Schedule Program Manual.** As a condition of participation in the CYBHI Fee Schedule program, Provider will comply with provisions of the CYBHI Fee Schedule Program Manual promulgated by DHCS pursuant to W&I Code section 5961(g).

**2. Third-Party Administrator (TPA).** DHCS contracted with a TPA entity to administer and oversee the CYBHI Fee Schedule Program.

- a. Provider will timely execute necessary Memoranda of Understanding (MOUs) and Data-Use Agreements, as applicable, with the TPA entity to establish a contractual relationship with the TPA entity, as DHCS' delegate.
- b. Provider will timely submit data, information, and documentation, as specified by the TPA entity, necessary to enable the TPA entity to administer the CYBHI Fee Schedule program.
- c. Provider will timely respond to requests for additional information from the TPA entity and/or DHCS.
- d. Provider will transmit service claims for reimbursement, student health insurance information, and designated provider and practitioner data to the TPA entity.
- e. By submitting such data and information, including claims, Provider attests, to the best of their knowledge, to the accuracy, completeness, and truthfulness of data and information transmitted to the TPA entity.
- f. To the extent that Provider has a contract for services with a MCP, health care service plan, or insurer, Provider will submit claims for services rendered pursuant to such a contract to the MCP, health care service plan or insurer directly.
  - i. If such a contract exists with one or more MCPs, health care service plans, or insurers, Provider will notify, in writing, the TPA

entity via contact information provided by the TPA entity and DHCS via email to [DHCS.SBS@dhcs.ca.gov](mailto:DHCS.SBS@dhcs.ca.gov).

**3. Designated Providers and Practitioners.**

- a. Provider will ensure that all CYBHI Fee Schedule covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with 22 CCR section 50000. et. seq.; Business and Professions (B&P) Code sections 500 through 4999.129 and Education (Ed.) Code section 44000.
- b. Provider will, on a monthly basis or another frequency specified by the TPA entity, in a format specified by the TPA entity, submit a designated provider and practitioner roster to the TPA entity. Designated providers and practitioners may include any or all of the following:
  - i. Provider’s employees that are Pupil Personnel Services Credentialed practitioners, licensed mental health professionals, Community Health Workers, Wellness Coaches, or other qualified professionals eligible to furnish services under the CYBHI Fee Schedule program.
  - ii. Entities, including organizational providers or sole practitioners, contracted by Provider to furnish behavioral health services to students on Provider’s behalf.
  - iii. Entities, including organizational providers or sole practitioners, that are not under contract but are affiliated with Provider, whereby Provider makes referrals, directly or indirectly, to the entity for medically necessary services covered under the CYBHI Fee Schedule program.
- c. Provider will submit a complete roster to the TPA entity no later than the 15<sup>th</sup> day of each month for the following month.
- d. Designated providers and practitioners must be identified by Provider on the monthly provider roster in order to be eligible for reimbursement under the CYBHI Fee Schedule program for claims with dates of service during that month.
- e. If Provider requests a modification to its monthly roster, Provider may make such request, in writing, to the TPA entity.
- f. Affiliated providers and practitioners, not employed or contracted by Provider to act on Provider’s behalf, must be enrolled in the Medi-Cal program to be eligible for reimbursement under the CYBHI Fee Schedule program.

- g. All designated providers or practitioners must maintain good standing to participate in the Medi-Cal program.
- h. All designated provider organizations, either contracted or affiliated with Provider, must have a Type II NPI number, which must be included on any claims for reimbursement.
- i. All designated rendering practitioners must, if applicable, have a Type I NPI number, which shall be included on any claims for reimbursement.
- j. Provider will ensure that all Ordering, Referring and Prescribing (hereinafter “ORP”) practitioners, to the extent there exists an enrollment pathway, are enrolled in the Medi-Cal program through DHCS’ Provider Application and Validation for Enrollment (PAVE) provider enrollment system.

**4. Eligible Members.** The CYBHI Fee Schedule program covers medically necessary behavioral health services provided to students, under the age of 26, enrolled in a Medi-Cal MCP, Medi-Cal FFS, a health care service plan, or a disability insurer.

- a. Behavioral health services furnished to students not enrolled in one of the mandated plan or insurers, on the date that the service was furnished, are not eligible for reimbursement under the CYBHI Fee Schedule program.
- b. H&S Code section 1374.722 provides that services provided pursuant to its provisions shall not be subject to copayment, coinsurance, deductible, or any other form of cost sharing.
  - i. High deductible health plans (HDHPs) that qualify for Health Savings Accounts (HSAs) under section 223 of the Internal Revenue Code (IRC) may not provide benefits for non-preventive-care services until the applicable deductible(s) are met.
  - ii. Application of H&S Code section 1374.722 shall not disqualify or otherwise disrupt an HDHP from meeting the requirements of the IRC or its implementing rules as they relate to HSA eligibility.
  - iii. For enrollees of HDHPs otherwise qualifying under section 223 of the IRC, health care service plans shall not reimburse for services covered under H&S Code section 1374.722 unless (a) the applicable IRC deductible has been met, or (b) the service is for preventive care, as that term is used by the federal government for purposes of implementing IRC section 223 of

the . If the TPA determines that claims for a member enrolled in a HDHP are not eligible for reimbursement, Provider will be notified by the TPA entity and the claim will be rejected.

- c. Students enrolled in the Medi-Cal program, if required, must meet any applicable Share of Cost (SOC) requirements before Provider is eligible to receive reimbursement for services furnished to that student.<sup>5</sup> If the TPA determines that a Medi-Cal member has not met SOC requirements, Provider will be notified by the TPA entity and the claim will be rejected.

**5. Student Health Insurance Information.** Provider will collect and transmit student health insurance information for eligible members to the TPA entity.

- a. Provider must establish policies and procedures for collecting, storing and transmitting student health insurance information to the TPA entity. Provider's policies and procedures may include, but are not limited to, strategies for establishing systems and strategies to systematically collect student health insurance information from an eligible member and/or their authorized representative, as applicable; and/or, establishing systems and strategies to collect student health insurance information at the point of service. Provider must submit its policies and procedures to the TPA entity for review. Modifications to the Provider's policy may be subsequently submitted to the TPA entity, as applicable.
- b. If Provider determines that a student has other health care coverage in addition to coverage provided by a CYBHI Fee Schedule mandated Medi-Cal MCP, health care service plan, or insurer, Provider must notify the TPA entity and comply with all state and federal requirements pertaining to third-party liability, this includes but is not limited to any policy directives issued by HHS and CMS and the standards found in 42 USC section 1396a (a) (25); 42 CFR section 433.139; W&I Code sections 14005, 14023.7, 14124.90; and 22 CCR sections 51005 and 50761, et. seq.

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<sup>5</sup> [https://mcweb.apps.prd.cammis.medi-cal.ca.gov/assets/32F2D4C6-B1D5-4A83-B325-92E2C579C243/share.pdf?access\\_token=6UyVkRRfByXTZEWIh8j8QaYyfPyP5ULO](https://mcweb.apps.prd.cammis.medi-cal.ca.gov/assets/32F2D4C6-B1D5-4A83-B325-92E2C579C243/share.pdf?access_token=6UyVkRRfByXTZEWIh8j8QaYyfPyP5ULO)

## **6. Scope of Services and Reimbursement Rates.**

- a. Provider is eligible for reimbursement for medically necessary outpatient mental health and substance use disorder services furnished to a student 25 years of age or younger at a schoolsite.
  - i. Medically necessary treatment of a mental health or substance use disorder means a service addressing the specific needs of an individual, for the purpose of preventing, diagnosing, or treating an illness, injury, condition or symptoms.<sup>6</sup>
  - ii. For Medi-Cal students under the age of 21, the definition of medically necessary is to correct or ameliorate health defects, physical and mental illnesses, and conditions discovered by screening services.<sup>7</sup>
    - 1) Services are covered when they prevent a condition from worsening and/or prevent the development of additional health problems.
    - 2) Services that maintain or improve a child’s current health condition are covered because they “ameliorate” a condition.
  - iii. For Medi-Cal members 21 years of age or older, a Medi-Cal service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.<sup>8</sup>
  - iv. The determination of whether a service is medically necessary
    - 1) must take into account the particular needs of the child; and,
    - 2) is made on a case-by-case basis.
- b. Specific services and procedure codes eligible for reimbursement under the CYBHI Fee Schedule Program are detailed in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates, as well as the CYBHI Fee Schedule Program Manual, published on the DHCS website.<sup>9</sup>
- c. Claims for services will be reimbursed at the fee-for-service rates determined by DHCS pursuant to W&I Code section 5961.4(a) and

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<sup>6</sup> California H&S Code section 1374.72(a)(3)(A); California Insurance Code section 10144.5(a)(3)(A).

<sup>7</sup> <https://www.dhcs.ca.gov/services/Medi-Cal-For-Kids-and-Teens/Pages/Provider-Information.aspx>

<sup>8</sup> Refer to [California W&I Code section 14184.402](#)

<sup>9</sup> <https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx>

published in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates document posted on DHCS' website.

- d. Provider will not seek reimbursement through the CYBHI Fee Schedule program for services furnished to a student, if the service is specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.
- e. CYBHI Fee Schedule Program services are not subject to prior authorization requirements.<sup>10</sup>

**7. Participation in the Local Educational Agency Billing Option Program (LEA BOP).**

If Provider opts to participate in both the CYBHI Fee Schedule program and the Local Educational Agency Billing Option Program (LEA BOP), Provider will ensure non-duplication of claims submitted for reimbursement.

- a. As a condition of participation in both programs, Provider will submit claims for reimbursement to DHCS under the LEA BOP for behavioral health services specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations..
- b. In accordance with any instructions provided by DHCS, Provider will furnish information to DHCS via the LEA BOP Cost and Reimbursement Comparison Schedule (CRCS) about CYBHI Fee Schedule reimbursements made to Provider for services rendered by

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<sup>10</sup> Health and Safety Code § 1374.722(c)(1)

practitioners in both the LEA BOP Participant Pool 1 and the CYBHI Fee Schedule program.

- c. Provider agrees to maintain good standing and comply with all LEA BOP and CYBHI Fee Schedule program requirements.

**8. Compliance with Billing and Claims Requirements.**

- a. Provider agrees that it shall comply with all billing and claims requirements set forth in the W&I Code and its implementing regulations, the Medi-Cal Provider Manual, and the CYBHI Fee Schedule Program Manual.
- b. Provider further agrees to comply with billing and claiming guidance issued by DHCS and/or the TPA entity, including, but not limited to instructions for claims formatting, required data elements, claims submission timelines, and transmission requirements.

**9. Denials, Audits, Overpayments and Provider Disputes.**

- a. DHCS, the TPA entity and/or a payer of responsibility under the CYBHI Fee Schedule program<sup>11</sup> may deny payment of a claim if the claim is deemed ineligible for reimbursement due to any of the following:
  - i. The claim is incomplete, inaccurate, or invalid.
  - ii. A duplicate claim was submitted for payment to the TPA entity, a payer of responsibility pursuant to state law, and/or DHCS.
  - iii. The furnishing provider and/or rendering practitioner is not eligible for reimbursement under the CYBHI Fee Schedule program. See section 3 above.
  - iv. The service was not provided by a health care provider appropriately licensed or authorized to provide the service.
  - v. If DHCS, the TPA entity, or a payer of responsibility reasonably determines that services were provided to a student not enrolled in the health plan on the date of service.
  - vi. The service was never performed.
  - vii. The service was not appropriately documented in Provider's record-keeping system (e.g., electronic health record, student education records).
  - viii. Fraud, waste, or abuse.
- b. DHCS, the TPA entity and/or a payer of responsibility may conduct a post-payment claim review and issue a notice of overpayment if it is

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<sup>11</sup> Payers of responsibility include the Medi-Cal managed care plans, health care service plans, and disability insurers.

determined, within a reasonable timeframe, that the claim was not eligible for payment due to one or more of the reasons specified in paragraph (a) above.

- c. Provider must return funds subject to recoupment pursuant to a notice of overpayment.
  - i. If the denial or recoupment is issued because it is determined that the student was not enrolled in the health plan on the date services were rendered and the student is subsequently covered by another payer of responsibility, the TPA entity will submit the claim for reimbursement to the new payer of responsibility if the determination is made within 180 days from the date of service.
- d. If Provider disputes the denial or notice of overpayment, it must timely notify the TPA entity in accordance with requirements set forth in the CYBHI Fee Schedule Program Manual.

**10. Member Grievances and Appeals.** Provider must comply with state and federal requirements regarding member grievances and appeals, as specified in the CYBHI Fee Schedule Program Manual.

- a. Provider agrees to provider member grievance and appeal data to the TPA entity and/or to the payer of responsibility.

**11. Care Coordination.** Provider must agree to coordinate care delivery with the student's health plan or insurer and/or the county behavioral health agency when any of the following conditions are met:

- a. The student is experiencing a mental health crisis or is a danger to themselves or others.
- b. Provider is made aware by the student or the student's legal representative that the student is actively engaged in behavioral health services with a network provider of the plan or insurer.
- c. Provider determines that the student requires a referral to a level of care that is not available or appropriate in the school-linked setting (e.g., inpatient or residential treatment).
- d. Provider determines that the student would benefit from evidence-based therapies that Provider does not have the capacity, training, or licensure necessary to furnish.
- e. The student requires continuation of services during a period when Provider is out-of-session (e.g., summer or winter holidays) or otherwise unable to provide timely access to medically necessary treatment.

- f. The student and/or the student’s legal representative requests a referral.

**12. Data-Sharing.** Provider agrees to share relevant and applicable treatment records and, when necessary, provide professional to professional consultation to ensure a student’s community-based provider has the necessary documentation, information, and data necessary to provide clinically appropriate treatment to a student who is also receiving psychoeducation, screening, treatment and/or care coordination services from Provider.

- a. Provider must obtain applicable consents from the student and/or the student’s parent or guardian to share treatment records.

**13. Privacy, Confidentiality and Consent.**

- a. As a condition of participation, Provider must execute a Health Insurance Portability and Accountability Act (HIPAA) Business Associates Addendum (hereinafter BAA) as an attachment to this Agreement.
- b. Provider must adhere to all applicable federal and state laws and regulations pertaining to member confidentiality, integrity, and the availability of information that is received, created, processed, stored and transmitted by Provider pursuant to this Agreement. This includes, as applicable, but is not limited to the following:
  - i. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  - ii. W&I Code sections 10850, 10850.1, 10850.2 and 14100.2;
  - iii. Information Practices Act of 1977 (Civil Code section 1798 et seq.);
  - iv. Confidentiality of Medical Information Act (California Civil Code section 56 et seq.);
  - v. California Consumer Privacy Act (CCPA);
  - vi. Family Educational Rights and Privacy Act (FERPA), as specified in 42 United States Code (USC) section 1320c-9; 20 USC section 1232g; 42 CFR section 431.300, et. seq.; 34 CFR sections 99.30, 99.31 and 300.154; W&I Code section 14100.2; 22 CCR section 51009; and Ed. Code sections 49060, and 49073 through 49079;
  - vii. Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance

- Portability and Accountability Act of 1996 (HIPAA) to Student Health Records;<sup>12</sup>
- viii. Confidentiality of Medical Information Act (CMIA);
  - ix. California Civil (Civ.) Code section 56.10;
  - x. DHCS Data De-identification Guidelines (DDG) v2.2 (<https://www.dhcs.ca.gov/dataandstats/Pages/PublicReportingGuidelines.aspx>); and,
  - xi. Other requirements of state and federal law, including related regulations and published guidelines, to the extent that these authorities contain requirements applicable to the Provider pursuant to this Agreement.
- c. Minor Consent.
- i. Notwithstanding any provision of law to the contrary, pursuant to H&S Code section 124260(b)(1) and the California Family (Fam.) Code 6924(b), a minor may consent to outpatient mental health treatment or counseling services if they are deemed by the attending professional person to be mature enough to participate intelligently in the treatment or counseling services and would present a danger of serious physical or mental harm to themselves or others without the treatment or counseling services.
  - ii. Notwithstanding any provision of law to the contrary, the mental health treatment or counseling of a minor shall include involvement of the minor's parent or guardian, unless the professional person who is treating or counseling the minor, after consulting with the minor, determines that the involvement would be inappropriate. The professional person who is treating or counseling the minor shall state in the client record whether and when the person attempted to contact the minor's parent or guardian, and whether the attempt to contact was successful or unsuccessful, or the reason why, in the professional person's opinion, it would be inappropriate to contact the minor's parent or guardian.<sup>13</sup>

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<sup>12</sup>[https://studentprivacy.ed.gov/sites/default/files/resource\\_document/file/2019%20HIPAA%20FERPA%20Joint%20Guidance%20508.pdf](https://studentprivacy.ed.gov/sites/default/files/resource_document/file/2019%20HIPAA%20FERPA%20Joint%20Guidance%20508.pdf)

<sup>13</sup> H&S Code § 124260(c).

**14. Documentation Standards and Reporting Requirements.** Provider agrees to comply with all documentation standards and reporting requirements specified in the CYBHI Fee Schedule Program Manual.

**15. Language Access Requirements.** Provider agrees to comply with language access requirements pursuant to state and federal law.

- a. When a bilingual practitioner is unavailable to provide services in a CYBHI Fee Schedule program beneficiary's preferred language, when the preferred language is a language other than English, Provider will provide access to language interpretation and translation services in all Medi-Cal threshold languages for CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, and/or their parent or caregiver.
- b. Provider represents and assures the State that all actions it takes pursuant to and in furtherance of the Agreement complies with the Americans with Disabilities Act (ADA) and all applicable regulations and guidelines issued pursuant to the ADA, which prohibits discrimination on the basis of disability.
- c. Provider will ensure that deliverables developed and produced pursuant to the Agreement comply with federal and state laws, regulations, or requirements regarding accessibility and effective communication, including the ADA (42 USC section 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 USC section 794(d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

#### **D. CONSORTIA BILLING**

**1. Lead LEA.** If Provider is participating in a consortium for billing, as the lead LEA:

- a. Prior to acting as the lead LEA on behalf of participating LEAs, Provider must submit an attestation letter to DHCS from each participating member LEA stating that:
  - i. Provider, as the lead LEA, is acting as the participating member LEA's agent;

- ii. Provider is authorized, on behalf of the participating member LEA, to handle all matters concerning the CYBHI Fee Schedule Program with DHCS and/or the TPA entity;
  - iii. The participating member LEA has an executed CYBHI Fee Schedule Program PPA on file with DHCS;
  - iv. If the participating member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place between Provider, as the lead LEA, and the participating member LEA;
  - v. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
  - vi. Provider's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).
- b. Prior to acting as the lead LEA on behalf of participating member LEAs, Provider must complete and submit to DHCS and/or the TPA entity, as specified, an executed CYBHI Fee Schedule Program Provider Participation Agreement Addendum A: Consortia Billing Agreement.

**2. Participating member LEA.** If Provider is participating in a consortium for billing, as a participating member LEA:

- a. Provider must execute this PPA.
- b. Prior to requesting reimbursement from the Lead LEA, Provider must submit an attestation letter to the Lead LEA stating that:
  - i. Provider, as a participating member LEA, authorizes the Lead LEA to act as the participating member LEA's agent;
  - ii. Provider authorizes the Lead LEA to handle all matters concerning the CYBHI Fee Schedule program with DHCS and/or the TPA entity;
  - iii. If Provider is a HIPAA covered entity, Provider a HIPAA business associate agreement is in place between Provider and the Lead LEA;
  - iv. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
  - v. The Lead LEA's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).

**3. Liability of Consortium or Other Designated Providers.** Provider agrees that, if it is a provider group or consortium for billing, the group or

consortium for billing, and each member of the group or consortium for billing, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the provider group or consortium for billing may result in action against all of the members of the provider group or consortium for billing.

**E. COMPLIANCE AND PROGRAM INTEGRITY MONITORING**

1. In addition to the specific auditing and oversight activities specified in Section B of this Agreement, Provider will be subject to regular CYBHI Fee Schedule program monitoring and clinical quality oversight requirements specified in the CYBHI Fee Schedule Program Manual.
2. Provider agrees to participate in monitoring activities and timely compliance with requests for data and information necessary to carry out monitoring activities.

*(intentionally blank - continued next page)*

**F. DECLARATION**

- 1. Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to Provider.**
- 2. The parties agree that this agreement is a legal and binding contract and is fully enforceable in a court of competent jurisdiction.**
- 3. The individual signing this agreement is duly authorized and warrants that they have read this agreement and understands it.**
- 4. I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.**
- 5. I declare I am the Provider or I have the authority to legally bind the Provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR section 51000.30(a)(2)(B).**

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1. Printed legal name of Provider

Santa Rosa City Schools

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2. Printed name of person signing this declaration on behalf of Provider

Lisa August

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3. Signature of the person signing this declaration (DocuSign or another electronic signature format)

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4. Title of the person signing this declaration

Associate Superintendent

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5. Executed at (City, State):

Santa Rosa, Ca

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6. Executed on (Date – month, day, year):

1/22/25

---

Signature of DHCS Authorized Representative:

Printed Name of DHCS Authorized Representative:

Printed Title of DHCS Authorized Representative:

Date:

## **Privacy Statement**

### **(Civil Code Section 1798 et seq.)**

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of Welfare and Institutions Code sections 14043 – 14043.75, the California Code of Regulations, Title 22, sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Office of Strategic Partnerships via email at [DHCS.SBS@dhcs.ca.gov](mailto:DHCS.SBS@dhcs.ca.gov).



# RENEWAL QUOTE

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

QUOTE # 1341048-1  
DATE: NOVEMBER 22, 2024

**TO:**  
Mitchell Tucker  
Luther Burbank Elementary School  
203 S A ST  
SANTA ROSA, CA 95401

### COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kaitlynn Fuentes	A22-3941559	November 22, 2024 - November 22, 2025	November 23, 2024

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 3-7) Subject: Math	175	\$13.25	\$2,318.75
Total Price			\$2,318.75

TOTALS	
Total Subscriptions List Price	\$2,318.75
Grand Total	\$2,318.75

### Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1341048-1. For international accounts, we can accept wire transfers for an additional fee.



**SALES CONTRACT**

CONTRACT #1341048-1

November 22, 2024

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Mitchell Tucker  
Luther Burbank Elementary School  
203 S A ST  
SANTA ROSA, CA 95401

**RENEWAL INFO**

Salesperson	Account #	Quote #	Renewal period
Kaitlynn Fuentes	A22-3941559	1341048-1	November 22, 2024 - November 22, 2025

**PAYMENT PLAN**

Amount	Invoice date
\$2,318.75	November 23, 2024
<b>TOTAL</b>	<b>\$2,318.75</b>

*Price valid until November 23, 2024*

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.



# RENEWAL QUOTE

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

QUOTE # 860835-2024-001  
DATE: NOVEMBER 13, 2024

**TO:**  
Ross Hause  
Luther Burbank Elementary  
PO Box 362  
Santa Rosa, CA 95402

### COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
	A13-860835	November 13, 2024 - November 13, 2025	December 13, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 year IXL Classroom License for 30 students Subject: Math	\$249.00	\$249.00
SUBTOTAL			\$249.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$249.00

### Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 860835-2024-001. For international accounts, we can accept wire transfers for an additional fee.



SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and Farm to Pantry, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization\*     Professional Services\*\*     Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 13-5310-0-9110-3700-5800-119-5186

Funding Category:  Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_  Other: \_\_\_\_\_

For Billing (if applicable):  Bill to: n/a    Billing frequency: n/a

Contract is:  New     Renewal     Addendum     Amendment

Number of Individuals Served: 4,000

Approved at Site by\*: \_\_\_\_\_ Date: \_\_\_\_\_  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: \_\_\_\_\_  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Ed Burke, Child Nutrition Services Phone #: 707 890 3807  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 2/1/2025 Proposed Contract End Date: 6/30/2026

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of:  Insurance(s)     W-9 Form     HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES     NO    Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will provide instructions, review, and approve training and oversight related to no cost to the district nutrition education activities at SRCS school sites.

d

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will provide nutrition education support and activities for no cost to the district at Santa Rosa City School sites.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February 1, 2025, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT at no cost to the district. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

**This contract represents a Memo of Understanding for nutrition education activities at no cost to the district.**

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

The district will use the metric below to assess the services provided.

- Agendas and log-in sheets for training sessions.
- Completed site monitoring reports and follow-up monitoring.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

<b>Board Strategic Priorities</b>	
	<b>Priority 1- Life Ready Learners</b>
<b>X</b>	<b>Priority 2- Whole Person Focus</b>
	<b>Priority 3- High Quality Staff</b>
<b>X</b>	<b>Priority 4- Teaching and Learning Environment and Resources</b>
<b>X</b>	<b>Priority 5- Equity and Excellence</b>
<b>X</b>	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S

employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR 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 CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

(a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT”.

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR’s liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory

completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave  
Santa Rosa, CA 95401

707-890-3800  
[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Farm to Pantry

Street: PO Box 191  
City/State/Zip:Healdsburg, CA 95448

Phone:707-955-9898  
Email: [gleaning@farmtopantry.org](mailto:gleaning@farmtopantry.org)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a

contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Lisa August

Print Name: \_\_\_\_\_

Associate Superintendent

Title: \_\_\_\_\_

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

Email: \_\_\_\_\_

707-890-3800 x80201

Phone: \_\_\_\_\_



**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and Redwood Empire Food Bank, hereinafter referred to as “CONTRACTOR”.

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

Independent Contractor/Business/Organization\*     Professional Services\*\*     Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 13-5310-0-9110-3700-5800-119-5186

**Funding Category:**  Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_  Other: \_\_\_\_\_

**For Billing (if applicable):**  Bill to: n/a    Billing frequency: n/a

**Contract is:**  New     Renewal     Addendum     Amendment

**Number of Individuals Served:** 3,000

**Approved at Site by\*:** \_\_\_\_\_ Date: \_\_\_\_\_  
\* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

**Departmental Approval\*\*:** \_\_\_\_\_ Date: \_\_\_\_\_  
\*\* Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Ed Burke, Child Nutrition Services    **Phone #:** 707 890 3807  
**Name of SRCS employee AND dept. or school site**

**Proposed Contract Start Date:** 2/1/2025    **Proposed Contract End Date:** 6/30/2026

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

Verified Receipt of:  Insurance(s)     W-9 Form     HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES     NO    **Board Approval Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Fiscal Services Authorizer

**LAST REVISED ON 4-17-23**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The district will provide public notifications, space, and access to facilities as needed to support the Redwood Empire Food Bank's food and supply distribution on SRCS campuses. The location and time of distributions will be determined by school site administrators and the Redwood Empire Food Bank.

d

(b) CONTRACTOR's Responsibilities and Duties:

The Redwood Empire Food Bank will provide community food and supply distributions on a regular basis. The location and time of the distributions will be agreed upon by school site administrators and the Redwood Empire Food Bank.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February 1, 2025, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT at no cost to the district. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

**This contract represents a Memo of Understanding for the Redwood Empire Food Bank to distribute free food and supplies to the community at no cost to the district.**

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

The district will use the metric below to assess the services provided.

- The impact of food and supply distribution on the school site.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

<b>Board Strategic Priorities</b>	
	<b>Priority 1- Life Ready Learners</b>
<b>X</b>	<b>Priority 2- Whole Person Focus</b>
	<b>Priority 3- High Quality Staff</b>
	<b>Priority 4- Teaching and Learning Environment and Resources</b>
	<b>Priority 5- Equity and Excellence</b>
<b>X</b>	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S

employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR 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 CONTRACTOR and CONTRACTOR'S employees.

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(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

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(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

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Santa Rosa City Schools

211 Ridgway Ave  
Santa Rosa, CA 95401

707-890-3800  
[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Farm to Pantry

Street: PO Box 191  
City/State/Zip:Healdsburg, CA 95448

Phone:707-955-9898  
Email: [gleaning@farmtopantry.org](mailto:gleaning@farmtopantry.org)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Lisa August

Print Name: \_\_\_\_\_

Associate Superintendent

Title: \_\_\_\_\_

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

Email: \_\_\_\_\_

707-890-3800 x80201

Phone: \_\_\_\_\_