



July 9, 2015

Mr. Steven P. Schwartz
The Danielsen Company, Inc.
435 Southgate Court
Chico, CA 95928

RE: Extension of Grocery, Paper, and Chemical Supplies Bid

Dear Mr. Steven P. Schwartz:

Thank you for a successful year of delivery of grocery, paper, and chemical supplies to the Marysville Joint Unified School District school sites. We would like to extend the current agreement to the 2015-2016 school year. Item 30 on page 7 of the bid document states, "In accordance with Section 39644 of the Education Code, MJUSD reserved the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor."

Attached is a copy of the revised 2013-2014 awarded bid items for delivery of grocery, paper, and chemical supplies to 17 district locations. Please note any changes for the 2015-2016 school year on this form and write in the Supplier Name, signature and the date.

As required by federal regulation (7CFR.3017.110-3018.110), the attached forms must be completed upon extension of existing contracts.

1. Suspension and Debarment Certification Form
2. Certification regarding Lobbying and Disclosure of Lobbying Activities
3. Non-Collusion Affidavit

To extend this agreement, please respond in writing by July 27, 2015, and include the above mentioned forms with original signatures. I am looking forward to working with The Danielsen Company in the new school year.

Sincerely,

Amber Watson, RD, SNS
Director, Nutrition Services

Attachments



July 27, 2015

Marysville Joint USD
Attn: Amber Watson
Nutrition Services Director
1919 B Street
Marysville, Ca. 95901

Bid # 2014-15 Bid Extension
Due: July 27th, 2015

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Terms & Conditions of Food Contracts

BID LEGEND

N/B = No Bid/Quote

SO = Special order item first order. Please allow extra lead time. Will stock items if usage warrants.

CMO = Combined Minimum Order from same manufacturer. Please watch for minimum quantity or weight requirements to receive bid pricing.

STA = Subject to availability from manufacturer.

MKT = Price is based on the market at time the bid was written; therefore, the price is subject to market increase or decrease and carries with it no guaranteed 30-day notice.

FFS = Fee for service. Customer will be invoiced for product by manufacturer.

BID DURATION: August 1st, 2015 – July 31, 2016 unless otherwise noted.

PALLET EXCHANGE: We encourage customers to participate with our pallet exchange policy. If a customer chooses to opt-out of the exchange, Danielsen reserves the right to charge \$8.00 per pallet not exchanged.

PAYMENT TERMS: Requesting Net 30 days end of month, excluding drop shipments from manufacturers. Drop shipment requested payment terms are Net 15 days. Per GC 926.10: interest will be charged on all balances past 60 days at 6% per annum. If these payment terms are not met, we reserve the right to terminate bid prices. Awarding bid items to The Danielsen Company constitutes customer's acceptance of payment terms.

SPECIAL REQUIREMENTS: Subject to \$400.00 minimum delivery requirement.

NUTRITIONAL ANALYSIS & SPECIFICATION SHEETS: N.A. & spec sheets will be provided when required by Recipient Agency (RA) on awarded items. Please request under separate cover and fax to our office at (530) 895-3987 or (800) 700-6332.

BID NOTATION: Recipient Agency (RA) will be notified 30 days before any price adjustments are made. The Danielsen Company reserves the right to review prices on an on-going basis, should a manufacturer or supplier increase their prices to us, those prices may, in turn, increase the bid price accordingly. We will notify the RA of price increases as soon as those increases are published.

FUEL SURCHARGE POLICY: Our bid pricing is based on fuel rates stated by the Department of Energy (DOE) at the time the bid was completed. We reserve the right to enact a fuel surcharge. (These rates are updated by the DOE every Monday and can be heard on their Diesel Fuel Average hot line at (202) 586-6966, for the West Coast, California region.)

NOTE: Written confirmation of bid award is required to activate these bid prices.

A self-addressed stamped envelope is included for your convenience. Thank you for the opportunity to bid our products and services.

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Sincerely, The Danielsen Company, Inc.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
 BID EXTENSION: AUG 1, 2015 - JULY 31, 2016

Supplier: The Danielson Company

Signature: Steven P. Schwartz

RECEIVED JUL 27 2015

Printed Name: Steven P. Schwartz

Date: 7/24/2015

ITEM #	CANNED VEGETABLES & FRUITS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
6626	APPLE SAUCE	6#10	OUR HOUSE	10	\$ 23.33	\$ 22.48	\$23.23 Apple Leaf	
1631	APRICOT HALVES LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	20	\$ 29.46	\$ 29.88	\$30.06	
6114	BEANS, BBQ BAKED	6#10	B&M	120	\$ 54.94	\$ 47.43	\$47.43	
5693	BEANS, GARBANZO	6#10	TEASDALE	15	\$ 22.55	\$ 21.84	\$19.48	
4455	BEANS, GREEN CUT SPEC 3/4 SV BL	6#10	OUR HOUSE	45	\$ 16.76	\$ 16.76	\$16.76	
5691	BEANS, PINTO CANNED	6#10	TEASDALE	30	\$ 22.43	\$ 21.84	\$19.40	
5692	BEANS, RED KIDNEY	6#10	TEASDALE	30	\$ 25.70	\$ 26.38	\$24.97	
4303	FRUIT MIX, DICED, LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	25	\$ 30.77	\$ 30.93	\$30.93	
5068	KETCHUP	6#10	OUR HOUSE	20	\$ 17.77	\$ 17.77	\$17.77	
2017	CORN, WHOLE KERNEL, VAC-PAK FANCY	6#10	OUR HOUSE	145	\$ 19.61	\$ 19.72	\$20.17	
2730	OLIVES, RIPE, SLICED	6#10	FIVE STAR	5	\$ 26.78	\$ 29.95	\$28.16	
1738	ONIONS, DEHYDRATED, CHOPPED	15#	KFK	20	\$ 43.17	\$ 46.50	\$49.84	
1635	PEACHES, DICED, LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	30	\$ 23.37	\$ 24.17	\$24.69	
1633	PEACHES, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	10	\$ 29.89	\$ 29.89	\$30.34	
4305	PEARS, DICED, LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	10	\$ 23.37	\$ 23.50	\$23.50	
1637	PEARS, SLICED, LITE SYRUP OR FRUIT JUICE	6#10	OUR HOUSE	5	\$ 26.09	\$ 26.09	\$27.23	
5946	PEPPERS, JALAPENO, SLICED	6#10	EL MOLINO	90	\$ 20.02	\$ 20.00	\$21.54 MKT	
2167	PINEAPPLE TIDBIT LITE SYRUP OR FRUIT JUICE	6#10	FIVE STAR	30	\$ 21.67	\$ 21.67	\$31.06	
6086	POTATOES, MASHED DRY **Commodity Item**	12/26OZ	Idahan #313	50	\$ 40.49	\$ 40.49	\$38.50	Simplot Dry 12-28oz 4011470
1658	SALSA, MILD	6#10	OUR HOUSE	10	\$ 18.91	\$ 18.91	\$18.91	
5110	SAUCE, ENCHILADA, RED	6#10	ROSARITA	0	\$ 32.82	\$ 33.27	\$33.45	
1780	SAUCE, PIZZA	6#10 CANS	OUR HOUSE	35	\$ 13.02	\$ 13.02	\$13.02	
1781	SAUCE, SPAGHETTI, NO MEAT	6#10	OUR HOUSE	205	\$ 13.46	\$ 13.46	\$13.46	
2506	TOMATO PASTE, FCY	6#10	OUR HOUSE	5	\$ 21.47	\$ 21.47	\$21.47	
ITEM #	FROZEN & REFRIGERATED FOODS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	COMMENTS	
5884	APPLE BOSCO STICK **High School Only**	72CT	BOSCO	55		\$ 33.59	\$33.59	
6656	BAGEL WHOLE GRAIN	72/20Z	LENDER	40		\$ 17.52	\$16.60	
6750	BAGEL MINI W/STRAWBERRY CREAM	72/2.43OZ	PILLSBURY 38413-3	65		\$ 36.97	\$33.25	
6031	BAR BUTTERMILK, WHOLE GRAIN, IND. WRAP	72/2 COUNT	DAVES BAKERY	185	\$ 23.30	\$ 23.48	\$23.48	
906993	BISCUIT, DOUGH WHOLE GRAIN EASY SPLIT	216/2.5 OZ	Pillsbury	160	\$ 38.28	\$ 38.28	\$38.28	
5878	BREADSTICK, HONEY WG, 1OZ	10/18CT	SHANNON'S #SB-730	95		\$ 30.96	\$30.40	
5908	BREADSTICK, HONEY WG, 1.7OZ	12/10CT	SHANNON'S #SB-770	45		\$ 30.25	\$30.25	
4853	BREAD, HOAGIE ROLL MINI WG, 1.8OZ	12/12CT	SHANNON'S #SB-800	600		\$ 34.30	\$34.52	
6070	BREAD, HOAGIE ROLL 6" WG, 4.8OZ 2.5OZ	18/6CT	SHANNON'S #SB-822	50		\$ 32.97	\$32.97	
6618	BREAD, SLIDER BUN MINI WG, 1OZ	8/24CT	SHANNON'S #SB-420	298		\$ 24.38	\$24.38	
907361	BREAD, SLIDER BUN MINI ALOHA WG, 1OZ	8/24CT	SHANNON'S #SB-410	38		\$ 27.43	\$27.43 SO	
6537	ROLL, CIABATTA SLICE WG 2.0Z	12/12CT	SHANNON'S #SB-480	25		\$ 44.47	\$44.47	
3737	BROCCOLI, CUTS FROZEN, GRADE A	20#	INN FOODS	5	\$ 12.18	\$ 12.23	\$12.58	
6136	BROWNIE, LOW FAT WG CHOC CHIP FUDGE I.W.	96/2 OZ	BUENA VISTA BR200WL	15	\$ 31.83	\$ 33.41	\$33.65	
907130	BURRITO BEAN/CHEESE WG IW **Commodity Item**	96CT	FERNANDO'S #907130	150	\$ 73.73	\$ 71.07	\$70.33 SO	
6607	CINNAMON ROLL WHOLE GRAIN	140/2.6OZ	RICH'S	65		\$ 29.75	\$29.75	

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6695	WHOLE GRAIN CINN ROLL	36/30Z	GREAT EARTH #70145	0		\$	14.54	\$14.31	
6510	CHEESE, PARMESAN SHREDED	4/5#	RUMANO CHEESE CO.	60	\$	87.80	\$	3.91	\$3.91# Lakeview
6606	CHICKEN PATTY, SPICY, WG BREDED WITH FOIL WRAP	75/3 OZ	PIERRE	510	\$	35.84	\$	35.84	
6566	COOKIE DOUGH, WHOLE GRAIN, CHOC CHIP	256/10Z	BUENA VISTA	145	\$	29.51	\$	31.46	\$31.62
1461	CORN ON COB	96/CS	INN FOODS	25	\$	16.17	\$	16.28	\$16.36
3586	CREAM CHEESE, CUP	100/1 OZ	Smithfield	45	\$	14.55	\$	15.11	\$15.40
6047	FRENCH TOAST STICKS Whole Grain	612# 288ct	FARM RICH 37717	120	\$	18.38	\$	37.16	\$37.16
6622	HOT DOGS, TURKEY, 6", 5X1, CN LABEL	10# 6" 5x1	FOSTER FARMS OR =	300	\$	11.28			\$26.89 MKT 20# Jennie-O 6"x8x1
907123	MUFFIN TOP SWEET POTATO CHOC CHIP WG	60/3.20Z	BUENA VISTA #63215	20	\$	30.04			\$27.94 SO
906691	MUFFIN SWEET POTATO OATMEAL WG WRP	60/1.70Z	BUENA VISTA #64189	15	\$	19.23	\$	19.41	\$19.51 SO
907197	MUFFIN APPLE CINNAMON WG R/F WRP	60/2.0Z	BUENA VISTA #64110	5	\$	22.16	\$	20.76	\$19.26 SO
6697	MUFFIN BLUEBERRY WG WRP	60/2.0Z	BUENA VISTA #64130	5	\$	22.16	\$	20.76	\$19.26
907199	MUFFIN SWEET POTATO OATMEAL WG WRP	56/3.50Z	BUENA VISTA #63269	0	\$	30.58	\$	29.90	\$30.03 SO
907200	MUFFIN BLUEBERRY WG R/F WRP	40/30Z	BUENA VISTA #60325	0	\$	22.16	\$	21.38	\$18.36 SO
5507	PANCAKE, HEAT & SERVE, WHOLE GRAIN	144 - 1.2 OZ	Mrs. Buttersworth	265	\$	17.92	\$	18.79	\$18.79
6301	PANCAKE, MINI MAPLE WHOLE GRAIN	72/2.5 OZ	PILLSBURY	80	\$	26.79	\$	28.30	\$29.91
6302	PANCAKE, MINI STRAWBERRY WHOLE GRAIN	72/2.5 OZ	PILLSBURY	50	\$	26.79	\$	28.30	\$29.91
5513	PEPPERONI, SLICED 14/16 CT	1/25#	TYSON	130	\$	65.51	\$	65.15	\$69.30 Armour
6554	POCKET PITA ITALIAN	96/2 OZ	BUENA VISTA	5	\$	17.16	\$	19.45	\$19.08
903207	POLISH SAUSAGE 6-INCH 5x1	10#	Amour	85	\$	23.00	\$	23.70	\$2.54#
6583	POTATO, DELI ROASTERS, 1" CUBE **Commodity Item**	6/5 LB	MCCAIN #MCF03927	90	\$	26.10	\$	26.82	\$26.82
2668	POTATO, FRY 3/8" STRAIGHT SEASONED **Commodity Item**	6/5 LB	MCCAIN #MCX03821	330	\$	24.64	\$	22.05	\$21.82
905829	POTATO, FRY 3/8" OVATION STRT **Commodity Item**	6/5 LB	MCCAIN #MCF03762	75	\$	20.02	\$	20.62	\$20.62
5371	POTATO, GEMS **Commodity Item**	6/5 LB	SIMPLOT #004189	550	\$	15.08	\$	15.08	\$16.62
4075	POTATO, SEASONED WEDGES 10 CUT **Commodity Item**	6/5 LB	SIMPLOT #478010	505	\$	19.12	\$	17.25	\$17.25
6083	SWEET POTATO 10 CUT WEDGE RIDGE **Commodity Item**	612.5 LB	MCCAIN #MCF04712	75			\$	26.19	\$25.12
907734	SWEET POTATO CHOP WEDGE **Commodity Item**	612.5#	MCCAIN #1000000686	10					\$21.45
3111	TOPPING, WHIPPED NON DAIRY ON TOP, BAGS	12/16 OZ	RICH'S	5	\$	32.52	\$	33.52	\$34.36
6549	TORTILLA, FLOUR 10", HAND STRETCHED	12/10CT	ARANDA	150	\$	16.10	\$	18.89	\$19.00 Whole Grain
6548	TORTILLA, FLOUR 8", HAND STRETCHED	20/10CT	ARANDA	80	\$	18.67	\$	21.26	\$21.51 Whole Grain
1470	VEGETABLE MIX, 5-WAY, FROZEN	20#	INN FOODS	10	\$	14.28	\$	14.28	\$14.28
5924	WAFLE STICKS, BELGIAN PREMIUM WHOLE GRAIN	144/1.1 OZ	BELGIAN CHEF	160	\$	19.24	\$	19.45	\$21.12
5707	YOGURT, LOW FAT, STRAWBERRY	48/4 OZ	DANNON	1075	\$	9.64	\$	10.18	\$11.22
5710	YOGURT, LOW FAT, VANILLA	48/4 OZ	DANNON	185	\$	9.64	\$	10.18	\$11.22
5228	ICE CUPS, SOUR RASPBERRY/LEMON	90/4 OZ	ParfaPro YOP LAIT	35			\$	29.42	\$29.00
6229	ICE CUPS, SOUR CHERRY	90/4 OZ	CRYBABY	0	\$	26.22	\$	27.48	\$28.72
5545	ICE CUPS, SOUR APPLE	90/4 OZ	CRYBABY	60	\$	26.22	\$	27.48	\$28.72
5673	WHOLE FRUIT JUICE CUP, WATERMELON FROZEN 100% JUICE	96/4 OZ	J&J SNACK FOODS	20	\$	29.71	\$	30.68	\$32.39
5675	WHOLE FRUIT JUICE CUP, WILD CHERRY FROZEN 100% JUICE	96/4 OZ	J&J SNACK FOODS		\$	29.71	\$	30.68	\$32.39
5676	WHOLE FRUIT JUICE CUP, STRBRY/POM FRZN 100% JUICE	96/4 OZ	J&J SNACK FOODS	45	\$	29.71	\$	30.68	\$32.39
6076	WHOLE FRUIT JUICE CUP, ORANGE/PEACH/LEMON FLAV 100% JUICE	96/4 OZ	J&J SNACK FOODS	5	\$	29.71	\$	30.68	\$32.39

ITEM #	GROCERIES	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
6300	CEREAL CHEERIOS BOWLPAK, WG	96 CT	GM 100-16000-32262-9	125	\$ 19.39	\$ 19.58	\$19.58	
905815	CEREAL HONEY NUT CHEERIOS BOWLPAK WG	96 CT	GM 100-16000-11918-2	455	\$ 19.39	\$ 19.58	\$19.58	
6751	CEREAL CINNAMON CHEX BOWLPAK, WG	96 CT	GENERAL MILLS	120	\$ 19.58		\$19.58	
906991	CEREAL APPLEJACKS RED SUGAR BOWLPAK, WG	96 CT	MALT O MEAL	420	\$ 27.08	\$ 27.08	\$27.22	Kellogg's SO
907620	CEREAL FROSTED FLAKES RED SUGAR BOWLPAK WG	96 CT	MALT O MEAL	660				\$25.66 Kellogg's SO
907076	CEREAL GRANOLA NATURE VALLEY LOW FAT	4/50 OZ	GM 100-16000-27111-8	50	\$ 42.88	\$ 48.38	\$42.38	
6260	CEREAL BAR CINNAMON TOAST CRUNCH, WG	96 CT	GM 100-16000-45576-1	175	\$ 27.21	\$ 27.21	\$27.35	
6730	CEREAL BAR GOLDEN GRAHAMS, WG	96 CT	GM 100-16000-31913-1	25	\$ 27.21	\$ 27.21	\$27.35	

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6272	CEREAL BAR TRIX, WG	96 CT	GM 100-16000-31915-5	90	\$	27.21	\$	27.21	\$27.35
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908007	DRY YEAST ***ONLY AMBER ORDER YEAST***	20/1#			10			\$	52.69	\$52.69 MKT SO
5853	FLOUR, WHITE	25#	Cal Special		10			\$	14.14	\$9.66 MKT
6464	MAYONNAISE, LITE	1/30 LB	CHEF'S PRIDE		105	\$	24.97	\$	25.55	\$30.21 MKT
907014	MIX, CHILI SEASONING	6/8 OZ	Foothill Farms		5	\$	16.15	\$	16.15	\$16.24 SO
2405	MIX, GRAVY TURKEY	8/14 OZ	TOTAL ULTIMATE		5	\$	26.15	\$	26.90	\$27.04
3176	MIX, TACO SEASONING	7 LB	KFK		15	\$	18.94	\$	20.12	\$21.26
5842	PAN COATING, AEROSOL SPRAY FOOD RELEASE	6/21 OZ	VEGALENE OR =		60	\$	30.83	\$	30.83	\$31.32
6793	PASTA MACARONI, DRY, WG	2/10 LB	BARILLA		5	\$	17.32	\$	17.32	\$16.21 Dakota Growers
9795	PASTA ROTINI PLAIN, DRY, WG	2/10 LB	BARILLA		5	\$	17.32	\$	17.32	\$16.21 Dakota Growers
907353	PASTA, DRY LASAGNA NOODLE, WG	12/13.25oz	BARILLA		35	\$	20.30			\$21.61 SO
6792	PASTA, SPAGHETTI 10", DRY, WG	20 #	BARILLA		5	\$	17.32	\$	17.32	\$16.21 Dakota Growers
6787	PICKLES, DILL SPEARS 500 CUT	5 GAL	KRUGER		35	\$	19.29	\$	19.87	\$20.48
1616	PICKLES, SL DILL HAM 1/8 CRINKLE CUT	5 GAL 1950 CT	KRUGER		100	\$	13.88	\$	14.36	\$14.79
1621	PICKLE, RELISH SWEET	4/GAL	KRUGER		5			\$	21.37	\$21.68
5433	POP-TARTS WG STRAWBERRY(SINGLE CNT)	1.76 OZ 12/10CT	KELLOGGS		20	\$	38.39	\$	38.70	\$38.70
5434	POP-TARTS WG CINNAMON (SINGLE CNT)	1.76 OZ 12/10CT	KELLOGGS		15	\$	38.39	\$	38.70	\$38.70
6782	POP-TARTS WG FROSTED FUDGE (SINGLE CNT)	120/CT/1.76 OZ	KELLOGGS #36000-10270		15					\$38.70
1621	RELISH, SWEET	4/GAL	KRUGER		5	\$	23.38	\$	21.37	\$21.68
5730	RICE, BROWN, LONG GRAIN, PARBOILED	25# ONLY	RICELAND		150	\$	13.79	\$	13.39	\$12.78
6668	SAUCE, BARBECUE, HICKORY FLAVOR	4/1 GAL	SMOKE HOUSE		75	\$	35.42	\$	36.19	\$35.90 MKT
907014	SEASONING, CHILI MIX	6/8.05OZ			5			\$	16.15	\$16.24 SO
3149	SOUP BASE, CHICKEN	12-1#	TOTAL ULTIMATE		20	\$	31.00	\$	30.76	\$30.76
1720	SPICE, CHILI POWDER	5 LB	KFK		15	\$	23.69	\$	24.77	\$25.91
1721	SPICE, CINNAMON GROUND	1 LB	KFK		10	\$	4.09	\$	4.49	\$4.69
1723	SPICE, CUMIN GROUND	1 LB	KFK		10	\$	5.46	\$	5.91	\$6.24
1725	SPICE, GARLIC POWDER	1 LB	KFK		40	\$	4.43	\$	4.49	\$4.74
1737	SPICE, MUSTARD SEED POWDER	1 LB	KFK		10			\$	4.27	\$4.45
2187	SPICE, NUTMEG GROUND	1 LB	KFK		5			\$	23.71	\$24.44
1740	SPICE, ONION POWDER	1 LB	KFK		20	\$	4.44	\$	4.72	\$4.91
1738	SPICE, ONION CHOP, DEHYDRATED	15 LB	KFK		20			\$	46.50	\$49.84
1746	SPICE, PARSLEY FLAKES	100Z	KFK		15			\$	6.67	\$7.37
3479	SUGAR, BROWN, LIGHT	25# ONLY	C&H		15	\$	13.58	\$	13.18	\$15.38 MKT
3477	SUGAR, GRANULATED	25# ONLY	C&H		25	\$	10.86	\$	10.76	\$12.52 MKT
5091	SUGAR, POWDERED	25# ONLY	C&H		5					No Bid
6263	ITALIAN DRESSING, PKT	200/12GM	AMERICANA		15	\$	5.99	\$	5.36	\$5.48
1728	ITALIAN DRY SEASONING	12OZ	KFK		5			\$	6.04	\$6.91
5734	KETCHUP, FANCY POLY, PKT	1000 / 9 GM	Heinz		640	\$	14.50	\$	14.66	\$14.66 Red Gold
4194	MAYONNAISE, PKT	500 / 9 GM	AMERICANA OR =		185	\$	13.21	\$	13.58	\$13.89
1693	MUSTARD, PKT	500 / 4.5 GM	AMERICANA OR =		170	\$	4.40	\$	4.54	\$4.65
2606	RANCH DRESSING, PKT	200/12GM	AMERICANA		1115	\$	6.60	\$	5.91	\$6.03
1531	RANCH DRY SEASONING	18/3.2OZ	Foothill Farms		50	\$	20.74	\$	20.22	\$20.22
1696	RELISH, PICKLE SWEET	500 / 9 GM	AMERICANA		10			\$	5.64	\$5.78 200-9gm
6430	SOY SAUCE, PKT	500 / 9 GM	EASTERN SUN		5	\$	12.80			\$9.84 Lady
6429	SWEET & SOUR SAUCE, PKT	500/.05OZ	DOUBLE HI		10			\$	15.91	\$17.56 MKT
3608	SYRUP, PANCAKE MAPLE, PKT	100/1 OZ	AMERICANA OR =		760	\$	4.59	\$	4.67	\$4.67
1700	TACO SAUCE, PKT	500 / 9 GM	AMERICANA		120	\$	9.29	\$	9.77	\$10.36
4112	VANILLA, IMITATION	4/1GAL	DIAMOND CRYSTAL		1	\$	28.08	\$	26.34	\$28.78 MKT
1626	VINEGAR, DISTILLED WHITE	4/1GAL	FOUR MONKS		10			\$	9.78	\$10.46 MKT

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ITEM #	BEVERAGES, SNACKS	PACK	BRAND/CODE	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS
6581	DRINK, G2 ORANGE GATORADE	24/12 OZ	GATORADE #12204	20		\$ 12.08	\$11.66	
6579	DRINK, G2 FREEZE GATORADE	24/12 OZ	GATORADE #12007	60		\$ 12.08	\$11.66	
6582	DRINK, G2 BERRY GATORADE	24/12 OZ	GATORADE #13297	60		\$ 12.08	\$11.66	
6580	DRINK, G2 FRUIT PUNCH GATORADE	24/12 OZ	GATORADE #13585	65		\$ 12.08	\$11.66	
6495	DRINK, G2 GRAPE GATORADE	24/12 OZ	GATORADE #12203	55		\$ 12.08	\$11.66	
	DRINK, IZZE SPARKLING JUICE, BLACKBERRY	24/8.4 OZ	IZZЕ #01502	25			No Bid	
	DRINK, IZZE SPARKLING JUICE, CLEMENTINE	24/8.4 OZ	IZZЕ #01505	25			No Bid	
5787	DRINK, IZZE SPARKLING JUICE, APPLE	24/8.4 OZ	IZZЕ #01507	25			\$12.29 Switch	
6185	DRINK, FRUIT WAVE H2O, GREEN APPLE	24/12 OZ	FRUIT WAVE H2O	25		\$ 12.84	No Bid	
6190	DRINK, FRUIT WAVE H2O, CHERRY	24/12 OZ	FRUIT WAVE H2O	40		\$ 12.84	No Bid	
6186	DRINK, FRUIT WAVE H2O, MANGO	24/12 OZ	FRUIT WAVE H2O	35		\$ 12.84	No Bid	
6189	DRINK, FRUIT WAVE H2O, ORANGE	24/12 OZ	FRUIT WAVE H2O	25		\$ 12.84	No Bid	
6188	DRINK, FRUIT WAVE H2O, KIWI/WATERMELON	24/12 OZ	FRUIT WAVE H2O	55		\$ 12.84	No Bid	
4527	DRINK, PROPEL ZERO, BERRY	24/16.9OZ	PROPEL #169	170		\$ 13.16	\$13.16	
5177	DRINK, PROPEL ZERO, STRAWBERRY KIWI	24/16.9OZ	PROPEL #171	155		\$ 13.16	\$13.16	
4528	DRINK, PROPEL ZERO, LEMON	24/16.9OZ	PROPEL #167	105		\$ 13.16	\$13.16	
	DRINK, PROPEL ZERO, GRAPE	24/16.9OZ	PROPEL #173	100		\$ 13.61	\$13.16 SO	
6152	BEVERAGE, SPRING WATER PLASTIC BOTTLE	35/16.9 OZ	CRYSTAL GEYSER OR =	1100	\$ 4.47	\$ 4.47	\$4.47	
5157	CHIP REDUCED FAT WG DORITOS NACHO CHEESE	72/1 OZ	FRITO LAY #31748	35		\$ 18.63	\$19.29	
5161	CHIP REDUCED FAT WG DORITOS RANCH	72/1 OZ	FRITO LAY #49096	25		\$ 18.63	\$19.29	
6633	CHIP REDUCED FAT WG DORITOS SPICY SWEET CHILI	72/1 OZ	FRITO LAY #49093	25		\$ 18.63	\$19.29	
5414	CHIP BAKED LAYS SOUR CREAM & ONION	64/1.125 OZ	FRITO LAY #44398	10		\$ 26.66	\$25.84 SO	
5396	CHIP BAKED LAYS POTATO CRISPS REGULAR	64/1.125 OZ	FRITO LAY #44396	25	\$ 25.66	\$ 26.66	\$25.84	
5413	CHIP BAKED LAYS POTATO CRISPS BBQ	64/1.125 OZ	FRITO LAY #44395	15	\$ 25.66	\$ 26.66	\$25.84 SO	
4747	CHIP BAKED CHEETOS CRUNCHY	104/0.88 oz	FRITO LAY #21642	10		\$ 26.92	\$27.85	
4945	CHIP BAKED CHEETOS FLAMIN HOT	104/0.88 oz	FRITO LAY #30993	335		\$ 26.92	\$27.85	
4847	CHIP KIDS SNACK MIX WG MUNCHIES	104/.875 OZ	FRITO LAY #36308	25	\$ 35.62	\$ 26.92	\$27.85	
3981	CHIP POTATO REGULAR LAYS	120/.5 OZ	LAYS	590	\$ 16.03	\$ 16.86	\$15.96	
6565	RICE KRISPIES TREAT WG	4/20CT	KELLOGG'S #38000-11052	45		\$ 33.94	\$34.11	
4145	CRACKER, APPLE CINNAMON BEAR GRAHAM, WG	300/2 PK	MJM #40301	80	\$ 36.51	\$ 36.71	\$36.71	
65.78	CRACKER, CHEEZ-IT ATOMIC CHEDDAR	175/0.75 OZ	KELLOGG'S #24100-10238	10		\$ 36.07	\$36.07	
	CRACKER, CHEEZ-IT CHEDDAR WG NEW	60CT/1OZ	KELLOGG'S #24100-10480	25			\$14.54 SO	
	CRACKER, CHEEZ-IT LOCO WG NEW	175CT/.75OZ	KELLOGG'S #24100-10671	125			\$36.07 SO	
4146	CRACKER, CHOCOLATE BEAR GRAHAM, WG	300/2 PK	MJM #40201	140	\$ 36.51	\$ 36.71	\$36.71	
3528	CRACKER, ELF GRAHAM WG; CINNAMON	150/1 OZ	KEEBLER #40221	40	\$ 29.20	\$ 29.40	\$29.56	
3550	CRACKER, ELF GRAHAM WG; CHOCOLATE	150/1 OZ	KEEBLER # 40239	65	\$ 29.20	\$ 29.40	\$29.56	
4637	CRACKER, GIANT GOLDFISH GRAHAM IW CINN	300-.9 OZ	PEPPERIDGE FARM 15094	10	\$ 41.27	\$ 42.88	\$45.66 SO	
5799	CRACKER, GRIPZ CINNAMON GRAHAMS, WG	150/1 OZ	KEEBLER 30100-45682	10	\$ 31.74	\$ 31.96	\$32.12	
5297	CRACKER, TROPICAL TREAT, ORANGE, WG	150/1 OZ	MJM #551150	5	\$ 23.77	\$ 23.77	\$24.45	
905849	CRACKER, SUNRISE BITES, MAPLE, WG	150/1 OZ	MJM #570150	5	\$ 23.77	\$ 23.77	\$24.45 SO	
	CRACKER, WG SALTINES, WRAPPED	500/ 2 PACK	KEEBLER	0	\$ 10.07	\$ 25.82	\$25.95 300-2pk SO	
5174	JUICE APPLE, 100% 6.75oz	36/6.75 OZ	APPLE & EVE	120	\$ 11.88	\$ 11.28	\$10.92	
5175	JUICE FRUIT PUNCH, 100% 6.75oz	36/6.75 OZ	APPLE & EVE	110	\$ 11.88	\$ 11.28	\$10.92	
5494	JUICE ORANGE/TANG 100% 6.75oz	36/6.75 OZ	APPLE & EVE	115	\$ 11.88	\$ 11.28	\$10.92	
5176	JUICE BERRY 100% 6.75oz	36/6.75 OZ	APPLE & EVE	105	\$ 11.88	\$ 11.28	\$10.92	
6631	POPCORN, SMARTFOOD DELIGHT, WHITE CHEDDAR	72/0.875 OZ	FRITO LAY #25566	20		\$ 18.63	\$19.29	
6632	PRETZELS, HEARTZELS WG ROLD GOLD	104/0.7OZ	FRITO LAY#15940	50		\$ 26.92	\$27.85	
6365	SNACK, CHEX MIX HOT & SPICY	60/.92 OZ	GENERAL MILLS OR =	10	\$ 20.80	\$ 20.80	\$21.69	
5991	SNACK, FORTUNE COOKIE WG	350CT	KARI-OUT	35	\$ 11.12	\$ 14.00	\$14.56	
6157	SNACK, GOLDFISH CHEDDAR CRACKER, WG	300/0.75OZ	PEPPERIDGE FARM #18105	15	\$ 45.89	\$ 53.67	\$53.67 MKT	

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6054	SNACK, NUTRI-GRN BAR, STRAWBERRY	96/1.55OZ	KELLOGGS #59772	15	\$	19.21	\$	30.61	\$30.77		
6053	SNACK, NUTRI-GRN BAR, APPLE CINNAMON	96/1.55OZ	KELLOGGS #59779	30	\$	19.21	\$	30.61	\$30.77		
5933	SNACK, QUAKER CHEWY, MAPLE BROWN SUGAR	125/1.26 OZ	QUAKER #31441	10			\$	24.43	\$24.43		
4910	SNACK, SUNFLOWER SEEDS, LIGHTLY SALTED	150/1 OZ	SUNOPTA	375	\$	24.99	\$	26.67	\$27.19		
5047	SNACK, SUNFLOWER SEEDS, HOT	150/1 OZ	SUNOPTA	15	\$	24.99	\$	28.16	\$28.70		
5266	SNACK, SUNFLOWER SEEDS, HONEY	150/1 OZ	SUNOPTA	265	\$	24.99	\$	26.67	\$27.19		
ITEM #	PAPER GOODS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS			
4642	APRON, WHITE DISPOSABLE BIB FIRE RETARD	10-100ct	POLY KING	5	\$	25.53	\$	27.06	\$27.06		
1809	BAG, FOIL CHEESEHAMBURGER 6X0.75X6.5	1000CT	BAGCRAFT	10	\$	33.53	\$	36.61	\$36.61		
2244	BAG, FOIL HAMBURGER 6X0.75X6.5	1000CT	BAGCRAFT	5	\$	33.53	\$	37.43	\$37.43		
6588	BAG, HI-DEN SADDLE 6.5X7" PLAS	2000CT	Fortune	60	\$	10.70			\$13.48		
6641	BAG, PLASTIC 10.5 X 11 FRZR RECLOSABLE	250 / 1 GAL	Fortune	25	\$	17.61	\$	19.24	\$15.39	Destination Reclosable Gallon Bag	
3842	BOWL, 12 OZ STYROFOAM	8/125/CS	Dart	5	\$	22.00	\$	22.12	\$24.35	MKT	
5568	BOX, PIZZA 14"	50CT	PRIME	130	\$	12.90	\$	14.33	\$14.48		
5970	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" COLD	500/6X6X3	DART	20	\$	34.76	\$	36.03	\$37.69		
	CONTAINER, PLASTIC, HINGE, CLEAR 1 COMPART 6" HOT	500/6X6X3	DART	60	\$	21.70	\$	21.70	No Bid		
1843	CUP, FOAM, 4OZ,SQUAT	20/50	DART 4u6 OR =	65	\$	17.35	\$	17.54	\$17.54		
1845	CUP, FOAM, 8OZ SQUAT	20/50	DART 8SJ20 OR =	40	\$	30.97	\$	31.32	\$31.48		
900466	CUP, PAPER COLD 7 OZ	2000ct	Solo	65	\$	66.09	\$	69.57	\$72.83		
6287	FILM, PLASTIC 18" X 2000' / ROLL	2000 ft	WESTERN PLASTICS	35	\$	12.29	\$	12.40	\$12.74		
6281	FILM, PLASTIC 12" X 12" PERFORATED	1600CT	HOUSE	5	\$	12.07	\$	10.80	\$10.91		
6283	FOIL-SHEET 9"X10 3/4"	6/500CT	WESTERN PLASTICS	15	\$	36.86	\$	35.90	\$36.57		
6352	FOIL, ALUMINUM HEAVY DUTY	18" X 1000'	WESTERN PLASTICS	65	\$	36.36	\$	37.13	\$37.65		
4359	HAIR NET	10/140CT		10	\$	128.45	\$	121.90	\$121.90		
1861	LID PLASTIC FITS 4OZ 4u6, VENTED	10/100 CT	DART 6uL OR =	40	\$	9.50	\$	9.61	\$10.38		
1864	LID PLASTIC FITS 8SJ20	10/100 CT	DART 8SJL OR =	15	\$	16.36	\$	16.54	\$17.86		
4041	LINERS, PAPER BAKERY PAN, 16x24	1000CT	QUILLON OR =	160	\$	25.80	\$	30.27	\$30.27		
4427	LINERS, PAPER 14x14; PIZZASANDWICH WRAP	4/1000CT	HOUSE	10	\$	85.38	\$	71.60	\$71.60	MKT	
6756	NAPKINS, DISPENSER 7"X13.5"	40/250CT	APOLLO	5	\$	24.55	\$	24.55	\$24.55	Packers	
1871	PLATES 9". PAPER WHITE, LT. WT. UNCOATED	10/100 CT	Z-BUNZI	1	\$	17.98	\$	17.35	\$18.64	MKT	
906995	THERMOMETER WIPES	10/200CT		10	\$	78.00	\$	76.99	\$79.32	MKT SO	
6017	TRAY, FOOD PAPER RED PLAID 2.5 LB #250	2/250CT		45	\$	13.89	\$	13.60	\$13.60		
5836	TRAY, FOOD PAPER RED PLAID 2 LB #200	4/250CT		60	\$	13.78	\$	14.57	\$14.64		
5835	TRAY, FOOD PAPER, RED PLAID 16 OZ #100	4/250/CS		65	\$	12.70	\$	13.18	\$13.25		
6016	TRAY, FOOD, PAPER, RED PLAID 8 OZ #50	4/250/CS		50	\$	13.08	\$	13.08	\$13.63		
2810	TRAY, MEAT 8"X5.5"X1" POLYSTYRENE	500 CT	PACTIV OR =	970	\$	16.51	\$	16.94	\$16.94		
3329	TRAY, 5 COMPARTMENT SCHL LUNCH	500 CT	PACTIV OR =	2335	\$	18.24	\$	18.31	\$20.09		
3968	SPORK PACKET, BLUE, SPORK W/ STRAW & NAPKIN	1000 CT	DANCO	1610	\$	11.60	\$	11.72	\$11.72		
ITEM #	PAPER GOODS	PACK	BRAND	ANNUAL USAGE	13/14 CASE PRICE	14/15 CASE PRICE	15/16 CASE PRICE	COMMENTS			
6764	BLEACH	6/1 GAL	HOUSE	25	\$	10.49	\$	6.88	\$	5.03	MKT 3-1gallon

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Danielson Company, INC.
Organization Name

BID # 2015-116
PR/Award Number or Project Name

Steven P. Schwartz BID & Purchasing Coordinator
Name(s) and Title(s) of Authorized Representative(s)

Steven P. Schwartz
Signature(s)

7-27-15
Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED
BY THE BIDDER AND SUBMITTED WITH BID**

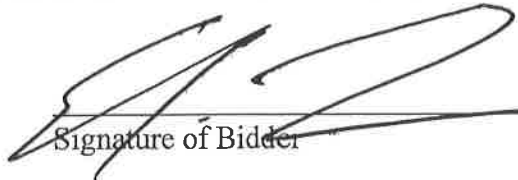
STATE OF CALIFORNIA)

County of Butte)

Elijah Zucker, after first being by me duly sworn,
declares that:

He or she is Elijah Zucker of The Danielson
Co the party making the foregoing bid, that the bid is not made
in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to
put a false or sham bid, and has not directly or indirectly colluded, conspired, connived,
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain
from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of bidder or
any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that
of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in bid
are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereof, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

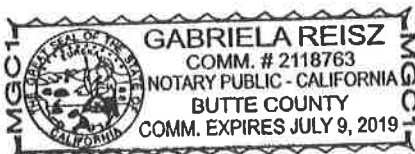
I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.


Signature of Bidder

Subscribed and sworn before me by Gabriela Reisz

this 27th day of July, 2015

(SEAL)




NOTARY PUBLIC

(Pub. Contract Code 7106)

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06/02

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: The Danielson Company INC Prime Subawardee Tier _____, if known Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Does NOT Lobby Congressional District, if known:
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred	

<p>• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____</p>	<p>Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Steven P. Schwartz</u></p> <p>Print Name: <u>Steven P. Schwartz</u></p> <p>Title: <u>Bid & Purchasing Coordinator</u></p> <p>Telephone No: <u>(530) 895-3187</u> Date: <u>7-27-15</u></p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503



PLAYWORKS

To whom it may concern,
This is an agreement between **Playworks Education Energized** and **Marysville Joint Unified School District** for the following services. Please review the training details and the terms of agreement and return the signed contract to Hector Salazar at hsalazar@playworks.org

Training Title: Full Day Training, *Power of Play and Group Management 1*

Training Date/times: August 11th, 2015; 9am-4pm

of participants: up to 65 after school staff

Training Address: Edgewater Elementary School 5715 Oakwood Dr Marysville, CA 95901	Billing Address: 1919 B St, Marysville, CA 95901
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Cost

• Full Day workshop	\$2,500
• Additional Trainer	\$2,500
• Travel	\$1,200
	Total: \$6,200

Terms of Agreement

Payment: Payment is due within 30 days of receipt of the first invoice. After 30 days, a late fee of two percent of any outstanding balance will be charged monthly.

Cancellations: Cancellations must occur at least three weeks (21 days) prior to the agreed upon training date. Cancellations received after July 30th, 2015 are non- refundable. "No shows" are non- refundable.

Mutual Indemnity: By signing this agreement **Marysville Joint Unified School District** for agrees to **indemnify and hold harmless Playworks**, its directors, officers, employees, agents, affiliates, distributors, successors and assigns (collectively "Playworks") from any and all liability arising from the training. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines, settlements and all other amounts that Playworks becomes legally obligated to pay because of any claim or claims made against Playworks arising from the Event.

By signing this agreement, **Playworks agrees to indemnify and hold harmless Marysville Joint Unified School District** for its directors, officers, employees, agents, affiliates, successors and assigns for any and all claims for death, bodily injury and damage to tangible property caused by the sole negligence or wrongful act of Playworks staff, agents or representatives, arising from this training event. This indemnity extends, but is not limited to, any and all expenses, including attorney's fees, damages, judgments, fines and settlements

Signed: _____

Name: Gay Todd

Title: Superintendent

Signed: _____

Hector Salazar, Account Manager

Marysville Joint Unified School District

Playworks Education Energized

Date: 7/28/15

Date: July 27th, 2015



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: 8149 - Fencing at Covillaud Elementary School

This agreement is made and entered into on this ___ day of _____, 2015, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **ALAN S. BROOKS** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, It is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;
\$65.00 per hour for DSA Class II;
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$5,000.

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Superintendent

Date

"INSPECTOR"



Alan S. Brooks, Class I DSA Inspector



Date

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2016.

2. Scope of Work

Licensed vocational nursing services, specifically: necessary seizure/medication/CPR care as may arise for MJUSD students who are currently served at a Yuba County Office of Ed. program.

Students who have Health Care plans which mandate a licensed nurse administer medication in case of a seizure.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$50/hr for Licensed Vocational Nursing (LVN) services

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Licensed Vocational Nursing (LVN)** for 5 days per week/7 hours/day for the school year 2015-2016

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Marysville Joint Unified School District** before providing additional services.

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.



5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

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

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent.

Initial _____

12. Exclusivity

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor



Sign Name / Date

Marysville Joint Unified School District

Signature of Representative / Date

School Steps Inc

1079 Sunrise Ave, Ste B-183
Roseville, CA 95661
Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2016.

2. Scope of Work

Special education related services (Speech Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$750 per day

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Speech Therapy** for up to 2.0 full-time equivalents (8 hours per day) for the school year 2015-2016, not to exceed 10 days in a week without notification to Marysville Joint Unified School District

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Marysville Joint Unified School District** before providing additional services.

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

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

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent

Initial _____

12. Exclusivity

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor



Sign Name / Date

Marysville Joint Unified School District

Signature of Representative / Date

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2016.

2. Scope of Work

Special education related services (Occupational Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$750 per day

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Occupational Therapy** for 1.2 full-time equivalents (8 hours per day) for the school year 2015-2016, not to exceed 6 days in a week without notification to Marysville Joint Unified School District

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Marysville Joint Unified School District** before providing additional services.

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

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

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent.

Initial _____

12. Exclusivity

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor



Sign Name / Date

Marysville Joint Unified School District

Signature of Representative / Date

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2015, by and between the Marysville Joint Unified School District (hereinafter referred to as "local educational agency" or "LEA") having an address at 1919 B Street, Marysville, CA 95901 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 14-90203) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2017.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2015 for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2015.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the "moments".
 - (3) Process RMTS moments for invoicing.
 - (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each

quarter.

- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the "tape match percentage" from data submitted by LEA's.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.
- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy

the moments.

- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of August 11, 2015 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: SCHOOL DISTRICT

LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____

By: Bill Cornelius

Name: _____

Name: Bill Cornelius

Title: _____

Title: Superintendent

Date: _____

Date: 7-20-15

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator		LEC Coordinator	LEA Coordinator
1.	Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12.	Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		✓

13.	LEA/LEC to certify Coding Report
14.	Offer support both programmatically and fiscally
15.	Supply RMTS results for invoice process
16.	Generate/provide LEA Medi-Cal percentage (tape match)
17.	Provide fiscal training, materials and forms
18.	Review and provide all fiscal data necessary to process RMTS invoice
19.	Review LEA fiscal data and prepare invoice for reimbursement
20.	Prepare and submit invoice to DHCS for payment
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs

✓	✓
✓	
✓	
✓	
✓	
✓	
✓	
✓	
✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

Marysville Joint Unified School District

CONTRACT SERVICES AGREEMENT

Together Behavior Solutions
Behavior Intervention Support for Students with Special Needs

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of July 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Together Behavior Solutions. For the purposes of this Agreement DISTRICT and Together Behavior Solutions may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

ENGAGEMENT TERMS

SCOPE OF WORK: Together Behavior Solutions agrees to provide services according to requests made by Individual Education Planning Teams (IEP teams) and referrals to the Director of Special Education. All referrals from IEP teams must be made to the Director prior to work commencing from Together Behavior Services. The general scope of work consists of classroom and teacher consultative services, behavior evaluation services, consultation with school psychologists and parents, and assistance with designing and implementing behavior intervention plans. See Attachment A.

TERM: This Agreement shall have a term of the 2015-2016 school year, concluding July 30, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.

COMPENSATION:

Together Behavior Solutions shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is prescribed within student IEPs as approved by the Director of Student Services. See Attachment A.

Together Behavior Services will invoice business services on a monthly schedule. Invoice requests will be compared to actual IEP documentation prior to clearing for payment.

Together Behavior Solutions compensation rate is \$112.50 per hour of work. The Not to Exceed Amount for this agreement shall be TWENTY-TWO THOUSAND FIVE HUNDRED AND 00/00 (\$22,500.00).

- 1.1 **PAYMENT OF COMPENSATION:** Payment for services shall be paid to CONTRACTOR in monthly increments as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month.
- 1.2 Within 15 calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within 30 calendar days of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

II. PERFORMANCE OF AGREEMENT

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates the Assistant Superintendent of Business Services and the Director of Student Services (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Assistant Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives

or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.

- 2.2 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees. For example, written reports and recommendations to IEP teams.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - D. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - E. All of CONTRACTOR's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.4 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.2 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.3 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.4 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.5 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnities") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnities with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnities from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the DISTRICT.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** DISTRICT or CONTRACTOR may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR/DISTRICT a minimum of 30 calendar days prior written notice of

DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination.

MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Together Behavior Solutions
Attn: Eve and Daniel Dineen
8449 Vista Avenue

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Lincoln, CA 95648

Attn: Toni Vernier
503-749-6180

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various work currently completed by the CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, CA, unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.13 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.14 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.15 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.16 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Dr. Gay Todd, Superintendent

8/11/15

Together Behavior Solutions:

By: Eve Dineen

Name: Eve Dineen

Title: Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

06/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Trust Risk Management Services, Inc. doing business in CA
as TRMS Insurance Agency
181 W Madison St, Ste 2900
Chicago, IL 60602

CONTACT

NAME: Trust Risk Management Services, Inc.

PHONE

(A/C, No, Ext): (855) 655-1801

FAX

(A/C, No): (855) 850-2230

EMAIL

ADDRESS: alliedinfo@trustrms.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Together Behavior Solutions
8449 Vista ave
Lincoln, CA 95648

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			G27213443	06/23/2015	06/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$Included PRODUCTS-COMP/OP AGG \$Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Occurrence			G27213443	06/23/2015	06/23/2016	EACH INCIDENT \$1,000,000 ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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