

1 agents and those special districts and agencies which COUNTY'S Board
2 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")
3 harmless from any claims, demands, or liability of any kind or
4 nature, including but not limited to personal injury or property
5 damage, arising from or related to the services, products or other
6 performance provided by DISTRICT pursuant to this AGREEMENT. If
7 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by
8 a court of competent jurisdiction because of the concurrent active
9 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,
10 SUPERINTENDENT, and COUNTY agree that liability will be apportioned
11 as determined by the court. None of the parties shall request a
12 jury apportionment.

13 B. SUPERINTENDENT agrees to indemnify, defend with counsel
14 approved in writing by DISTRICT and COUNTY, and hold DISTRICT and
15 COUNTY, their elected and appointed officials, officers, employees,
16 agents and those special districts and agencies which COUNTY'S Board
17 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")
18 harmless from any claims, demands, or liability of any kind or
19 nature, including but not limited to personal injury or property
20 damage, arising from or related to the services, products or other
21 performance provided by DISTRICT pursuant to this AGREEMENT. If
22 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by
23 a court of competent jurisdiction because of the concurrent active
24 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,
25 SUPERINTENDENT, and COUNTY agree that liability will be apportioned
as determined by the court. None of the parties shall request a

1 jury apportionment.

2 C. In the event DISTRICT provides services at the
3 SUPERINTENDENT'S facility, DISTRICT shall ensure its compliance with
4 all safety and health requirements for its employees in accordance
5 with federal, state and county safety and health regulations. Prior
6 to the execution of this AGREEMENT, DISTRICT shall furnish evidence
7 satisfactory to SUPERINTENDENT, that DISTRICT has secured, for the
8 period of this AGREEMENT, full Worker's Compensation coverage from a
9 reputable insurance company licensed to do business in the State of
10 California.

11 11. INSPECTIONS AND AUDITS

12 A. SUPERINTENDENT, ADMINISTRATOR, any authorized
13 representative of COUNTY, any authorized representative of the State
14 of California, the Secretary of the United States Department of
15 Health and Human Services, the Comptroller General of the United
16 States, or any other of their authorized representatives, shall have
17 access to any books, documents, and records, including but not
18 limited to, medical and client records of DISTRICT that are directly
19 pertinent to this AGREEMENT, for the purpose of responding to a
20 beneficiary complaint or conducting an audit, review, evaluation, or
21 examination, or making transcripts during the periods of retention
22 set forth in the Records Management and Maintenance paragraph of
23 this AGREEMENT. Such persons may at all reasonable times inspect or
24 otherwise evaluate the services provided pursuant to this AGREEMENT,
25 and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any

1 person specified in subparagraph A above in any evaluation or
2 monitoring of the services provided pursuant to this AGREEMENT, and
3 shall provide the above-mentioned persons adequate office space to
4 conduct such evaluation or monitoring.

5 C. AUDIT RESPONSE

6 1. Following an audit report, in the event of non-
7 compliance with applicable laws and regulations governing funds
8 provided through this AGREEMENT, SUPERINTENDENT may terminate this
9 AGREEMENT as provided for in the Termination paragraph or direct
10 DISTRICT to immediately implement appropriate corrective action. A
11 plan of corrective action shall be submitted to SUPERINTENDENT and
12 ADMINISTRATOR in writing within thirty (30) calendar days after
13 receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

14 2. If the audit reveals that money is payable from one
15 party to the other, that is, reimbursement by DISTRICT to
16 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to
17 DISTRICT, said funds shall be due and payable from one party to the
18 other within sixty (60) calendar days of receipt of the audit
19 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,
20 and such reimbursement is not received within said sixty (60)
21 calendar days, SUPERINTENDENT may, in addition to any other remedies
22 provided by law, reduce any amount owed DISTRICT by an amount not to
23 exceed the reimbursement due SUPERINTENDENT.

24 D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR
25 a copy of any audit report within fourteen (14) calendar days of
receipt. Such audit shall include, but not be limited to,

1 management, financial, programmatic or any other type of audit of
2 DISTRICT's operations, whether or not the cost of such operation or
3 audit is reimbursed in whole or in part through this AGREEMENT.

4 12. LICENSES AND LAW.

5 A. DISTRICT shall, throughout the term of this AGREEMENT,
6 maintain all necessary licenses, permits, approvals, certificates,
7 waivers, and exemptions necessary for the provision of the services
8 hereunder and required by the laws and regulations of the United
9 States, State of California, COUNTY, and any other applicable
10 governmental agencies. DISTRICT shall notify SUPERINTENDENT
11 immediately and in writing of its inability to obtain or maintain,
12 irrespective of the pendency of an appeal, permits, licenses,
13 approvals, certificates, waivers, and exemptions. Said inability
14 shall be cause for termination of this AGREEMENT.

15 B. DISTRICT shall comply with all laws, rules or regulations
16 applicable to the services provided hereunder, as any may now exist
17 or be hereafter amended or changed, except those provisions or
18 application of those provisions waived by the Secretary of the
19 Department of Health and Human Services.

20 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 1. DISTRICT agrees to furnish to SUPERINTENDENT within
22 thirty (30) calendar days of the award of this AGREEMENT:

23 a. In the case of an individual contractor, his/her
24 name, date of birth, social security number, and residence address;

25 b. In the case of a contractor doing business in a form
other than as an individual, the name, date of birth, social

1 security number, and residence address of each individual who owns
2 an interest of ten percent (10%) or more in the contracting entity;

3 c. A certification that DISTRICT has fully complied
4 with all applicable federal and state reporting requirements
5 regarding its employees;

6 d. A certification that DISTRICT has fully complied
7 with all lawfully served Wage and Earnings Assignment Orders and
8 Notices of Assignment, and will continue to so comply.

9 2. Failure of DISTRICT to timely submit the data and/or
10 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.
11 above, or to comply with all federal and state employee reporting
12 requirements for child support enforcement, or to comply with all
13 lawfully served Wage and Earnings Assignment Orders and Notices of
14 Assignment, shall constitute a material breach of this AGREEMENT;
15 and failure to cure such breach within sixty (60) calendar days of
16 notice from COUNTY shall constitute grounds for termination of this
17 AGREEMENT.

18 3. It is expressly understood that this data will be
19 transmitted to governmental agencies charged with the establishment
20 and enforcement of child support orders, or as permitted by federal
21 and/or state statute.

22 13. NONDISCRIMINATION

23 A. EMPLOYMENT

24 1. During the performance of this AGREEMENT, DISTRICT
25 shall not unlawfully discriminate against any employee or applicant
for employment because of his/her ethnic group identification, race,

1 religion, ancestry, color, creed, sex, marital status, national
2 origin, age (40 and over), sexual orientation, medical condition, or
3 physical or mental disability. DISTRICT shall warrant that the
4 evaluation and treatment of employees and applicants for employment
5 are free from discrimination in the areas of employment, promotion,
6 demotion or transfer; recruitment or recruitment advertising; layoff
7 or termination; rate of pay or other forms of compensation; and
8 selection for training, including apprenticeship. There shall be
9 posted in conspicuous places, available to employees and applicants
10 for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR
11 and/or the United States Equal Employment Opportunity Commission
12 setting forth the provisions of the Equal Opportunity clause.

13 2. All solicitations or advertisements for employees
14 placed by or on behalf of DISTRICT shall state that all qualified
15 applicants will receive consideration for employment without regard
16 to ethnic group identification, race, religion, ancestry, color,
17 creed, sex, marital status, national origin, age (40 and over),
18 sexual orientation, medical condition, or physical or mental
19 disability. Such requirement shall be deemed fulfilled by use of
20 the phrase "an equal opportunity employer."

21 3. Each labor union or representative of workers with
22 which DISTRICT has a collective bargaining agreement or other
23 contract or understanding must post a notice advising the labor
24 union or workers' representative of the commitments under this
25 Nondiscrimination paragraph and shall post copies of the notice in
conspicuous places available to employees and applicants for

1 employment.

2 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not
3 discriminate in the provision of services, the allocation of
4 benefits, or in the accommodation in facilities on the basis of
5 ethnic group identification, race, religion, ancestry, color, creed,
6 sex, marital status, national origin, age (40 and over), sexual
7 orientation, medical condition, or physical or mental disability in
8 accordance with Title IX of the Education Amendments of 1972; Title
9 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age
10 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
11 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California
12 Code of Regulations, and all other pertinent rules and regulations
13 promulgated pursuant thereto, and as otherwise provided by state law
14 and regulations, as all may now exist or be hereafter amended or
15 changed.

16 1. For the purpose of this subparagraph B,
17 "discrimination" includes, but is not limited to the following based
18 on one or more of the factors identified above:

19 a. Denying a client or potential client any service,
20 benefit, or accommodation.

21 b. Providing any service or benefit to a client which
22 is different or is provided in a different manner or at a different
23 time from that provided to other clients.

24 c. Restricting a client in any way in the enjoyment of
25 any advantage or privilege enjoyed by others receiving any service
or benefit.

1 d. Treating a client differently from others in
2 satisfying any admission requirement or condition, or eligibility
3 requirement or condition, which individuals must meet in order to be
4 provided any service or benefit.

5 e. Assignment of times or places for the provision of
6 services.

7 2. Complaint Process - DISTRICT shall establish procedures
8 for advising all clients through a written statement that DISTRICT's
9 clients may file all complaints alleging discrimination in the
10 delivery of services with DISTRICT, SUPERINTENDENT and
11 ADMINISTRATOR, or the COUNTY's Patient's Rights Office. DISTRICT's
12 statement shall advise clients of the following:

13 a. Whenever possible, problems shall be resolved
14 informally and at the point of service. DISTRICT shall establish an
15 internal informal problem resolution process for clients not able to
16 resolve such problems at the point of service. Clients may initiate
17 a grievance or complaint directly with DISTRICT either orally or in
18 writing.

19 1) COUNTY shall establish a formal resolution and
20 grievance process in the event informal processes do not yield a
21 resolution.

22 2) Throughout the problem resolution and grievance
23 process, client rights shall be maintained, including access to the
24 Patients' Rights Office at any point in the process. Clients shall
25 be informed of their right to access the Patients' Rights Office at
any time.

1 b. In those cases where the client's complaint is filed
2 initially with the Patients' Rights Office, the Patients' Rights
3 Office may proceed to investigate the client's complaint.

4 c. Within the time limits procedurally imposed, the
5 complainant shall be notified in writing as to the findings
6 regarding the alleged complaint and, if not satisfied with the
7 decision, may file an appeal with the Patients' Rights Office.

8 C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with
9 the provisions of Section 504 of the Rehabilitation Act of 1973 (29
10 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
11 the Americans with Disabilities Act of 1990
12 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of
13 discrimination against qualified persons with disabilities in all
14 programs or activities, as they exist now or may be hereafter
15 amended together with succeeding legislation.

16 D. RETALIATION - Neither DISTRICT, nor its employees or
17 agents shall intimidate, coerce or take adverse action against any
18 person for the purpose of interfering with rights secured by federal
19 or state laws, or because such person has filed a complaint,
20 certified, assisted or otherwise participated in an investigation,
21 proceeding, hearing or any other activity undertaken to enforce
22 rights secured by federal or state law.

23 E. In the event of non-compliance with this paragraph or as
24 otherwise provided by federal and state law, this AGREEMENT may be
25 canceled, terminated or suspended in whole or in part and DISTRICT
may be declared ineligible for further contracts involving federal,

1 state or county funds.

2 14. NOTIFICATION OF DEATH

3 A. NON-TERMINAL ILLNESS DEATH

4 1. DISTRICT shall notify SUPERINTENDENT by telephone
5 immediately upon becoming aware of the death due to non-terminal
6 illness of any person served hereunder; provided, however, weekends
7 and holidays shall not be included for purposes of computing the
8 time within which to give telephone notice and, notwithstanding the
9 time limit herein specified, notice need only be given during normal
10 business hours.

11 2. In addition, DISTRICT shall, within sixteen (16) hours
12 after such death, hand deliver or fax, a written Notification of
13 Non-Terminal Illness Death to SUPERINTENDENT.

14 3. The telephone report and written Notification of Non-
15 Terminal Illness Death shall contain the name of the deceased, the
16 date and time of death, the nature and circumstances of the death,
17 and the name(s) of DISTRICT's officers or employees with knowledge
18 of the incident.

19 B. TERMINAL ILLNESS DEATH

20 1. DISTRICT shall notify SUPERINTENDENT by written report
21 faxed, hand delivered, or postmarked within forty-eight (48) hours
22 of becoming aware of the death due to terminal illness of any person
23 served hereunder. The Notification of Terminal Illness Death shall
24 contain the name of the deceased, the date and time of death, the
25 nature and circumstances of the death, and the name(s) of DISTRICT's
officers or employees with knowledge of the incident.

1 2. If there are any questions regarding the cause of death
2 of any person served hereunder who was diagnosed with a terminal
3 illness, or if there are any unusual circumstances related to the
4 death, DISTRICT shall immediately notify SUPERINTENDENT in
5 accordance with subparagraph A. above.

6 15. RECORDS MANAGEMENT AND MAINTENANCE

7 A. DISTRICT shall, throughout the term of this AGREEMENT,
8 prepare, maintain and manage records appropriate to the services
9 provided and in accordance with this AGREEMENT and all applicable
10 requirements, which include, but are not limited to:

11 1. California Code of Regulation Title 22, §§70751(c),
12 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

13 2. State of California, Health and Safety Code §123145.

14 B. DISTRICT shall implement and maintain administrative,
15 technical and physical safeguards to ensure the privacy of protected
16 health information (PHI) and prevent the intentional or
17 unintentional use or disclosure of PHI in violation of the Health
18 Insurance Portability and Accountability Act of 1996 (HIPAA),
19 federal and state regulations and/or COUNTY HIPAA Policies (see
20 COUNTY HIPAA P&P 1-2). DISTRICT shall mitigate to the extent
21 practicable, the known harmful effect of any use or disclosure of
22 protected health information made in violation of federal or state
23 regulations and/or COUNTY policies.

24 C. DISTRICT's patient records shall be maintained in a secure
25 manner. DISTRICT shall maintain patient records and must establish
and implement written record management procedures.

1 D. DISTRICT shall ensure appropriate financial records
2 related to cost reporting, expenditure, revenue, billings, etc., are
3 prepared and maintained accurately and appropriately.

4 E. DISTRICT shall ensure all appropriate state and federal
5 standards of documentation, preparation, and confidentiality of
6 records related to participant, client and/or patient records are
7 met at all times.

8 F. DISTRICT shall be informed through this AGREEMENT that
9 HIPAA has broadened the definition of medical records and identified
10 this new record set as a Designated Record Set (DRS). DISTRICT
11 shall ensure all HIPAA DRS requirements are met. HIPAA requires
12 that clients, participants and patients be provided the right to
13 access or receive a copy of their DRS and/or request addendum to
14 their records. 45 CFR §164.501, defines DRS as a group of records
15 maintained by or for a covered entity that is:

16 1. The medical records and billing records about
17 individuals maintained by or for a covered health care provider;

18 2. The enrollment, payment, claims adjudication, and case
19 or medical management record systems maintained by or for a health
20 plan; or

21 3. Used, in whole or in part, by or for the covered entity
22 to make decisions about individuals.

23 G. DISTRICT shall ensure compliance with requirements
24 pertaining to the privacy and security of personally identifiable
25 information (hereinafter "PII") and/or protected health information
(hereinafter "PHI"). DISTRICT shall, immediately upon discovery of

1 a breach of privacy and/or security of PII and/or PHI by DISTRICT,
2 notify SUPERINTENDENT and ADMINISTRATOR of such breach by telephone
3 and email or facsimile.

4 H. DISTRICT may be required to pay any costs associated with
5 a breach of privacy and/or security of PII and/or PHI, including but
6 not limited to the costs of notification. DISTRICT shall pay any
7 and all such costs arising out of a breach of privacy and/or
8 security of PII and/or PHI.

9 I. DISTRICT shall retain all financial records for a minimum
10 of five (5) years from the commencement of the contract, unless a
11 longer period is required due to legal proceedings such as
12 litigations and/or settlement of claims.

13 J. DISTRICT shall retain all participant, client and/or
14 patient medical records for seven (7) years following discharge of
15 the participant, client and/or patient, with the exception of non-
16 emancipated minors for whom records must be kept for at least one
17 (1) year after such minors have reached the age of eighteen (18)
18 years, or for seven (7) years after the last date of service,
19 whichever is longer.

20 K. DISTRICT shall make records pertaining to the costs of
21 services, participant fees, charges, billings, and revenues
22 available at one (1) location within the limits of the County of
23 Orange.

24 L. If DISTRICT is unable to meet the record location criteria
25 above, SUPERINTENDENT and ADMINISTRATOR may provide written approval
to DISTRICT to maintain records in a single location, identified by

1 DISTRICT.

2 M. DISTRICT may be required to retain all records involving
3 litigation proceedings and settlement of claims for a longer term
4 which will be directed by the SUPERINTENDENT and ADMINISTRATOR.

5 N. DISTRICT shall notify SUPERINTENDENT of any Public Record
6 Act (PRA) request within twenty-four (24) hours. DISTRICT shall
7 provide SUPERINTENDENT and ADMINISTRATOR all information that is
8 requested by the PRA request.

9 16. STATUS OF SUBCONTRACTOR.

10 A. DISTRICT is, and shall at all times be deemed to be, an
11 independent contractor and shall be wholly responsible for the
12 manner in which it performs the services required of it by the terms
13 of this AGREEMENT.

14 B. DISTRICT warrants that it has all necessary licenses
15 required to perform the services required by the terms of this
16 AGREEMENT.

17 C. DISTRICT is entirely responsible for compensating staff,
18 subcontractors, and consultants employed by DISTRICT. This
19 AGREEMENT shall not be construed as creating the relationship of
20 employer and employee, or principal and agent, between COUNTY,
21 SUPERINTENDENT, and DISTRICT or any of DISTRICT'S employees, agents,
22 consultants, or subcontractors. DISTRICT understands and agrees that
23 he/she and all his/her employees shall not be considered officers,
24 employees or agents of SUPERINTENDENT, and are not entitled to
25 benefits of any kind or nature normally provided employees of
SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are

1 normally entitled, including, but not limited to, State Unemployment
2 Compensation or Workers' Compensation. DISTRICT shall assume full
3 responsibility for payment of all federal, state and local taxes or
4 contributions, including unemployment insurance, social security and
5 income taxes with respect to DISTRICT's employees.

6 D. DISTRICT assumes exclusively the responsibility for the
7 acts of its employees, agents, consultants, or subcontractors as
8 they relate to the services to be provided during the course and
9 scope of their employment.

10 E. DISTRICT, its agents, employees, consultants, or
11 subcontractors, shall not be entitled to any rights or privileges of
12 SUPERINTENDENT or COUNTY employees and shall not be considered in
13 any manner to be SUPERINTENDENT or COUNTY employees.

14 17. NOTICES. All notices, claims, correspondence, reports, and/or
15 statements authorized or required by this Agreement shall be
16 addressed as follows:

17 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
18 P.O. Box 9050
Costa Mesa, California 92628-9050
19 Attn: Patricia McCaughey

20 DISTRICT: Santa Ana Unified School District
1601 East Chestnut Avenue
21 Santa Ana, California 92701
Attn: _____

22 18. TOBACCO USE POLICY. In the interest of public health,
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
24 use of any tobacco products are prohibited in buildings and
25 vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure
2 to abide with conditions of this policy could result in the
3 termination of this AGREEMENT.

4 19. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the
5 obligations hereunder, either in whole or in part, without prior
6 written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT
7 shall not terminate or alter the responsibilities of SUPERINTENDENT
8 to COUNTY to assure that all activities and provisions described in
9 COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

10 20. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
11 must meet the approval of SUPERINTENDENT and COUNTY, and shall be
12 subject to SUPERINTENDENT's general right of inspection to secure the
13 satisfactory completion thereof. DISTRICT agrees to comply with all
14 federal, state and local laws, rules, regulations and ordinances that
15 are now or may in the future become applicable to DISTRICT,
16 DISTRICT's business, equipment and personnel engaged in operations
17 covered by this AGREEMENT or occurring out of the performance of such
18 operations.

19 21. REPORTS.

20 A. DISTRICT shall be required to submit to SUPERINTENDENT
21 fiscal and/or programmatic reports, as requested by SUPERINTENDENT.

22 B. Additional Reports: Upon SUPERINTENDENT'S request,
23 DISTRICT shall make such additional reports available, as required by
24 SUPERINTENDENT concerning DISTRICT'S activities as they affect the
25 services hereunder. DISTRICT shall be specific to the information

1 requested and allow thirty (30) calendar days for DISTRICT to
2 respond.

3 22. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
4 redress for violation of, or to insist upon, the strict performance
5 of any term or condition of this AGREEMENT, shall not be deemed a
6 waiver by that party of such term or condition, or prevent a
7 subsequent similar act from again constituting a violation of such
8 term or condition.

9 23. TERMINATION.

10 A. Either party may terminate this AGREEMENT, without cause,
11 upon thirty (30) calendar days written notice (Notice of
12 Termination) given the other party.

13 B. Unless otherwise specified in this AGREEMENT,
14 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar
15 days written notice if DISTRICT fails to perform any of the terms of
16 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may
17 be allowed up to thirty (30) calendar days for corrective action.

18 C. SUPERINTENDENT may terminate this AGREEMENT immediately,
19 upon written notice, on the occurrence of any of the following
20 events:

21 1. The loss by DISTRICT of legal capacity.

22 2. Cessation of services.

23 3. The delegation or assignment of DISTRICT'S services,
24 operation or administration to another entity without the prior
25 written consent of COUNTY.

4. The neglect by any physician or licensed person

1 employed by DISTRICT of any duty required pursuant to this
2 AGREEMENT.

3 5. The loss of accreditation or any license required by
4 the Licenses and Laws paragraph of this AGREEMENT.

5 6. The continued incapacity of any physician or licensed
6 person to perform duties required pursuant to this AGREEMENT.

7 7. Unethical conduct or malpractice by any physician or
8 licensed person providing services pursuant to this AGREEMENT;
9 provided, however, COUNTY may waive this option if DISTRICT removes
10 such physician or licensed person from serving persons treated or
11 assisted pursuant to this AGREEMENT.

12 8. In the event DISTRICT should fail to perform the
13 covenants contained in this AGREEMENT in the time and manner
14 specified, SUPERINTENDENT may immediately terminate this AGREEMENT
15 and is not obligated to pay any amounts billed for services by
16 DISTRICT TO SUPERINTENDENT that have not been performed in the time
17 and manner specified.

18 D. After receipt of the Notice of Termination, DISTRICT shall
19 cancel all outstanding commitments covering the procurement of
20 materials, supplies, equipment, and miscellaneous items.

21 24. SEVERABILITY. If any term, condition or provision of this
22 AGREEMENT or application thereof to any person or circumstances is
23 held by a court of competent jurisdiction to be invalid, void, or
24 unenforceable, or if any provision of this AGREEMENT contravenes any
25 federal, state or county statute, ordinance, or regulation, the
remaining provisions of this AGREEMENT or application thereof will

1 nevertheless continue in full force and effect, and shall not be
2 affected, impaired or invalidated in any way.

3 25. ALTERATION OF TERMS. This AGREEMENT, together with any
4 Exhibits attached hereto and incorporated herein by reference, fully
5 expresses all understanding of SUPERINTENDENT and DISTRICT with
6 respect to the subject matter of this AGREEMENT, and shall
7 constitute the total AGREEMENT between the parties for these
8 purposes. No addition to, or alteration of, the terms of this
9 AGREEMENT, whether written or verbal, shall be valid unless made in
10 writing and formally executed and approved by SUPERINTENDENT,
11 DISTRICT, and ADMINISTRATOR.

12 26. GOVERNING LAW. The terms and conditions of this AGREEMENT
13 shall be governed by the laws of the State of California with venue
14 in Orange County, California.

15 ////
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1 IN WITNESS WHEREOF, the parties have executed this AGREEMENT,
2 in the County of Orange, State of California.

3 DISTRICT: SANTA ANA UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 13, 2010

10 COUNTY OF ORANGE, HEALTH CARE
11 AGENCY

12 BY: _____
13 Authorized Signature

14 PRINT NAME: _____

15 TITLE: _____

16 DATE: _____

17
18
19 SAUSD-PBIS Mental Health FY 2010-2011(35835)
ZIP4

1 EXHIBIT "A"
2 PARTICIPATING SCHOOLS

3

4	School	Allocation Per School
5	Diamond Elementary School	\$8,500.00
6	Garfield Elementary School	\$8,500.00
7	Taft Elementary School	\$8,500.00
8	Century High School	\$8,500.00
9	Saddleback High School	\$8,500.00
10	Santa Ana High School	\$8,500.00
11	Valley High School	\$8,500.00

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AGENDA ITEM BACKUP SHEET

August 24, 2010

Board Meeting

TITLE: Authorization to Award Contract for 72-Month Lease for Two Xerox Model 6180 High Speed Copiers With Finishing Equipment for Publications Department

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Associate Superintendent, Business Services

PREPARED BY: Holger Kasper, Director, Logistics
Karen Aepli, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award a contract for a 72-month lease for two Xerox model 6180 high speed copiers with finishing equipment for the Publications Department.

RATIONALE:

The staff has determined that it is in the best interest of the District to utilize the State of California Multiple Awards Schedule (CMAS) contract to lease new Xerox copy machines. The leases on the current equipment expired in August 2009, and the District is currently paying month to month. Due to the age of the copiers, down time has become an issue. Xerox equipment was identified as the best equipment solution because it is the only copier that operates at 180 pages per minute. The new equipment will also have some additional features which Publications will be able to use to help alleviate some work being done by other departments.

FUNDING:

General Fund: \$325,734 Annually for 72 months

RECOMMENDATION:

Authorize staff to award a contract for a 72-month lease for two Xerox model 6180 high speed copiers with finishing equipment for the Publications Department, in the amount of \$325,734 annually for 72 months, utilizing the State of California Multiple Awards Schedule (CMAS) contract number 3-01-36-0030A, pursuant to Public Contract sections 10298 and 10299.