

CONTRACT NAME: AGREEMENT BETWEEN KEN MERCHANT CONSULTING SERVICES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Ken Merchant Consulting Services will consult with Davis Adult Community Education principal to develop Nursing Assistant training programs (NATP) for Davis Adult Community Education. Including will be production of program application documents for submission to the California department of Public Health, assisting DACE to prepare for site inspections, providing required Site Binders and advising on the operation of the Nursing Assistant training program. The term of this agreement is from November 1, 2018 to December 31, 2018

FISCAL IMPACT: The \$3,000 cost of these services is included in the DACE approved budget.

KEN MERCHANT CONSULTING SERVICES

Independent Contractor Service Agreement

This Independent Agreement is entered into as of October 13, 2018, by and between KEN MERCHANT CONSULTING SERVICES (KMCS) and DAVIS JOINT UNIFIED SCHOOL DISTRICT - DAVIS ADULT SCHOOL (the Client).

1. STATUS OF CONTRACTOR

The status of KMCS shall be as an independent contractor and not an agent or employee of the Client. As used herein, the term "independent contractor" means KMCS, who shall render the services specified herein for specified compensation, and who shall be deemed to be under the control of the Client only as to the results of work performed and not as to the means by which such results are accomplished. KMCS shall not be eligible to participate in any employee benefit, health or life insurance, executive compensation plans or other benefit programs maintained by the Client. KMCS acknowledges that the Client will not provide social security, unemployment compensation, liability insurance, disability insurance or similar coverage, nor any other statutory benefits to KMCS.

2. CONFIDENTIALITY OF WORK

- a) KMCS acknowledges that it may, in the course of performing services pursuant to this Agreement, be exposed to confidential business information of the Client. KMCS agrees that no confidential information obtained about the business of the Client and its principals, employees, officers, and directors, shall be revealed to any person or entity during the term of this Agreement or thereafter. KMCS shall regard such information as confidential and propriety.
- b.) All work products resulting from the services provided by KMCS pursuant to this Agreement shall be the sole and exclusive property of the Client and KMCS shall have no rights with respect thereto.
- c.) The Client acknowledges that the work products provided by KMCS do contain proprietary elements. The Client may reuse and modify them for the specific purpose for which they were intended, for instance the bi-annual renewal of the specific Nursing Assistant training program (NATP) for which they were developed. They may not be used for additional CNA programs, or shared with other businesses without the approval of KMCS.

3. PERIOD OF AGREEMENT

It is anticipated that services to be provided by KMCS will begin on or about November 1, 2018, and will continue until around December 31, 2018, or until regulatory approval of proposed CNA programs is received, whichever comes first. The parties may extend this agreement for an additional term or terms by written agreement.

4. STATEMENT OF WORK AND FEE FOR SERVICES

KMCS shall be engaged to perform consulting services for the Client to develop Nursing Assistant training programs (NATP), produce program application documents for submission to the California Department of Public Health (CDPH), assist the Client to prepare for CDPH site inspection, provide required Site Binders, and advise on the operation of the resulting NATP. KMCS shall perform all services in an efficient manner to the best of its ability. KMCS can not guarantee the results of the NATP Application Process.

5. SCOPE OF WORK

Provide Detailed Background Information for NATP Development—KMCS will provide the Client an information packet that will include

- Copies of all CDPH NATP application forms and guidance.
- Information on available CNA training curricula and training aides with recommendations. This will include copies of the full NATAP CNA Curriculum, which comes from the California Community Colleges, and is the "standard" curriculum used in California.
- Minimum requirements for NATP classroom, including recommended classroom supplies.
- Minimum requirements for NATP training supplies, along with recommended supplemental supplies.
- Generic job descriptions for NATP staff (RN Program Director, NA Instructor) and CDPH documentation requirements for them.
- Generic NATP Policies and Procedures.

Consult with the Client in Planning for NATP Program—KMCS will be available to advise and consult on all aspects of the Client's planning and decision making in the development of the NATP. This includes participating in scheduled conference calls, responding promptly to e-mails and text messages, and answering phone calls to the greatest degree possible, and responding to phone messages promptly. Specific areas for this consulting include:

- Review and advise on the Client's choices for classroom and clinical training sites.
- Convert floor plans the Client provides into CDPH compliant application documents.
- Review and advise on facility-specific changes to the generic job descriptions for NATP staff.
- Review NATP staff documents and convert them into CDPH required format.
- Advise on selection of curricula, text books and training schedules.
- Review and advise on facility-specific changes or additions to the generic Policies and Procedures.

Integrate all Materials into a Complete NATP Application Package—I will take the lead in creating the CDPH NATP Application Package. This will include:

- Fill out all CDPH forms. This will require regular contact with the Client's staff to ensure that facility-specific data is accurate.
- Create the Class Schedule document with input from the Client's NATP staff. KMCS will ensure that the final product will be compliant with CDPH requirements.
- Consolidate completed elements into a complete, organized and attractive presentation package.
- Submit completed forms to the Client for review, approval, and required signatures.
- Provide the Client with a complete digital copy of the NATP Application Package.
- Submit the completed NATP Application Package electronically to CDPH on the client's behalf.

Assist with CDPH Inquiries and Revisions—It is rare for a NATP Application Package to make it through the CDPH review process without some level of questions and/or requests for revisions from the staff person conducting the review. Minor questions are typically submitted by e-mail or phone call. Larger questions or requests for revisions are sent by mail on a CDPH Form 280A.

These inquiries are typically concerning minor aspects of the NATP Application Package, and relate to either policy changes at CDPH, which have been coming at a furious pace, or to specific areas of focus of the CDPH reviewer.

In all cases the inquiry or revision request will be directed to the point of contact at the designated NATP applicant facility, and KMCS will need to be copied on them by the Client at the earliest possible opportunity. It has been our experience that, at this point in the process, CDPH reviewers will accept revised documents via e-mail.

In this area KMCS services will include:

- Respond promptly to every question the Client forwards to KMCS. Responses will need to be relayed from NATP applicant facility to the CDPH reviewer.
- Make requested revisions to the NATP Application Package and forward to your NATP applicant facility for submission to the CDPH reviewer.

Assist with Preparing for the CDPH Site Inspection—The CDPH Site Inspection is the final step in the NATP approval process. This is typically a short visit where a surveyor from the CDPH Training Program Review Unit will come to visit the facility. During this visit you will need to have the RN

Program Director present, though you may have other facility representatives on hand. The CDPH surveyor's interest in your facility will be limited to confirming locations from your NATP Program Application and ensuring that you have minimum required supplies on hand. Most of the visit will consist of questioning the RN Program Director to ensure they understand the Policies and Procedures.

In this area KMCS' services will include:

- Assist the facility in preparing for the site visit, including providing cheat sheets.
- Provide the NATP applicant facility with a 3-binder set of "Site Binders" that they are required to have at their NATP site. These include a Policies & Procedures Binder, a Curriculum Binder and a Statutes and Regulations Binder.
- Work with the RN Program Director by phone to ensure they understand the Policies and Procedures.
- Be available during the time of the site inspection to answer questions by phone, text or e-mail.

Period Between Site Inspection and Start of First NA Class—Following a successful site inspection, CDPH will issue the NATP applicant facility an NA Program Number, which is their official approval to begin CNA training. This can take up to 10 days, but in some cases the approval document can be issued on site at the end of a particularly good site inspection.

Until the NATP applicant facility receives the NA Program Number they are not allowed to advertise for an NA training class or enroll students.

In this area my services will include:

- Reviewing the Policies and Procedures with your NATP Staff.
- Being available by phone, text or e-mail to answer any questions you might have in these areas. This includes providing advice on identifying and enrolling students.

6. PROJECT TIMEFRAME

The Client will receive the initial information package within one working day of their agreeing to execute this contract.

The Client will receive the completed NATP program application package within two working days of KMCS receiving their completed questionnaire, their input on the policies and procedures, and copies of necessary documents, unless there are questions or issues identified in the Client's answers.

The Client will receive the Site Binders and materials to prep for the CDPH site inspection within five working days of their submission of the NATP program application to CDPH.

KMCS will continue to be a resource on this subject, at a minimum, until such time as you have received your approval to operate your CNA program.

7. COMPENSATION

KMCS will provide the services detailed in the Scope of Services for a flat fee of \$3,000 for one (1) public school NATP Program.

8. MISCELLANEOUS

- a) This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, with respect to the subject matter hereof.
- b) If any portion of this Agreement is determined to be invalid by any court of competent jurisdiction, such determination shall not affect the remainder, which shall be deemed severable.
- c) This Agreement shall be interpreted and governed by the laws of the State of California.
- d) If any legal action is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, collection and judgment enforcement-related fees and costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract.
- e) This Agreement may be amended only by a written amendment, duly signed by each party.

The parties acknowledge their agreement to the foregoing by executing this Agreement as of the day and year first written above.

KEN MERCHANT CONSULTING SERVICES

**DAVIS JOINT UNIFIED SCHOOL DISTRICT
DAVS ADULT AND COMMUNITY EDUCATION, Client**

By: _____
Kenneth Merchant Date

By: _____
Bruce E. Colby Date
Chief Business Officer