

**FISCAL YEAR 2023-2024 FIXED-FEE CONTRACT
AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
Between
ECONOMICS RECOVERY SERVICES
And the
GOLD OAK UNION SCHOOL DISTRICT**

THIS AGREEMENT is made by Gold Oak Union School District, hereinafter called "Client" and ECONOMICS RECOVERY SERVICES, a California company, hereinafter called "Contractor."

WITNESSETH

WHEREAS, Client is authorized to retain consulting services to assist Client in the preparation and filing of reimbursement claims for the costs of certain programs mandated by the State of California ("State"), and Contractor is qualified to perform such services; and

WHEREAS, it is necessary and desirable that Contractor be retained by Client for the purpose of performing the consulting services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (30) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor, or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.
- (7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.
- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability, and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.
- (12) Notices. All notices and certifications under this Agreement must be in writing. Notices shall be deemed effective upon actual receipt. However, a notice mailed by certified United States mail shall be deemed effective on the earlier of actual receipt or 5 days after mailing. Notices shall be directed to the parties at their respective addresses set forth below. A party may change the address by giving notice.

Economics Recovery Services
DBA: Kimberley Nguyen
10824 Olson Drive, Ste. C #196
Rancho Cordova, CA 95670

Phone: (916) 803-4483
Email: erservices2011@gmail.com

- (13) Force Majeure. Neither party shall be liable under this Agreement as a result of any delay, failure, or interruption resulting from acts of God, acts of civil or military authorities, acts, or orders of governmental authorities, catastrophes or any other occurrences or circumstances beyond the party's reasonable control.
- (14) False Claims Act. Client acknowledges that the reimbursement and estimated claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et. seq.), and consequently, Client as well as employees, contractors and other persons acting on behalf of Client may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties, and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims or who "knowingly" make or cause to be made false records or statements in support of a claim. "Knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.
- (15) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.
- (16) Miscellaneous.
- a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

- b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose
- c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections, or provisions shall be deemed severable and shall remain in full force and effect.
- d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- h. Facsimile Signatures. This Agreement may be executed in counterparts. A facsimile signature will be treated as having the same effect as original signature.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: _____
(Print Client Official) (Signature)

Title: _____ Date: _____

ATTEST:

Date: _____

ECONOMICS RECOVERY SERVICES

By: _____ Date: _____
Kimberley Nguyen, President

EXHIBIT A

Term and Scope of Services

This Agreement shall become effective on until July 1, 2023 and shall continue in full force and effect until June 30, 2026.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

For the purposes of setting forth the scope of services and/or deliverables, the Consultant's Proposal, dated July 1, 2023. These documents are incorporated herein by reference as if fully set forth.

1. Scope of Services. During the contract period, in consideration of the payment hereinafter set forth, Contractor agrees to provide Client services reasonably necessary to:
 - a) Prepare and file, based on information provided by Client:
 - 1) 2022/2023 reimbursement claims;
 - 2) Late and amended 2021/2022 reimbursement claims; and
 - 3) Newly claimable programs for which State Controller's Office Claiming Instructions are released during the contract period or for which late claims may still be submitted;
 - b) Hold staff training sessions as reasonably determined to be necessary or appropriate by Contractor during the contract period;
 - c) Monitor Client's 2023/2024 mandated cost tracking systems;
 - d) Research and assist with data collection for all test claims that have been approved by the Commission on State Mandates ("Commission") during the contract period;
 - e) Serve as liaison with the State Controller's Office and the Commission regarding statewide cost estimate request responses and ii) general questions from the State Controller's Office; and
 - f) Provide representation in connection with a State audit of claims that were prepared and submitted with Contractor's assistance, except claims, if any, for which Contractor advised Client, prior to submission, that Contractor would not provide audit assistance due to possible unresolved audit issues such as documentation or data issues or claim rejection concerns.

- g) Contractor will determine when travel to Client's site is necessary, subject to Client's agreement as to mutually convenient dates and times. All travel and lodging expenses incurred by Contractor in connection with the initial, anticipated scope of work are included in the above fee. Client agrees to make payment to Contractor no later than 30 days after Client receives Contractor's invoice. Client acknowledges that the above fee is based on the initial scope of work anticipated by Contractor as of the date of this Agreement.
2. Client's Responsibility. Substantiation of each reimbursement claim and estimated claim is ultimately Client's responsibility. In this regard, Client is responsible for accurately preparing and maintaining true and correct documentation and accounting records and for establishing and maintaining data collection and tracking procedures and other internal controls sufficient to permit and support the preparation and filing of true and correct reimbursement and estimated claims. Client also is responsible for ensuring that Client and its employees and contractors properly identify and comply with the laws and regulations applicable to Client's activities. Client is responsible for ensuring Client has record retention policies sufficient to maintain original documentation used in support of the claims in the event of an audit or examination by any state or other regulatory agency. At a minimum,

Client is responsible for maintaining original supporting documents for a period of four years from the date of first payment of the claim by the State. Client is responsible for making available to Contractor, on a timely basis, all of Client's records and related information relevant to any claim as well as, all of Client's personnel to whom Contractor may direct inquiries. Client understands and agrees that the results of Contractor's inquiries, the documentation obtained from Client, and other corroborating information may be used by Contractor for filing or supporting the reimbursement claims or estimated claims and responding to audits or investigations.

Upon Contractor's presentation of a claim for Client's approval, Client agrees to review the claim and then respond to Contractor by either: a) certifying to Contractor, under penalties of perjury, that the time, costs and other data collected by Client and furnished to Contractor in support of the claim are true and correct (for reimbursement claims) or constitute Client's good faith estimates, to the best of Client's knowledge (for estimated claims); or b) notifying Contractor that Client is concerned that the foregoing certification may not be true for the claim, and specifying in the notice the reasons for Client's concern

EXHIBIT B

Compensation

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of two thousand three hundred fifty dollars (\$2,400).

This fee shall be paid in 4 installments: (4) four equal installments due on the 15th of the following months listed: September, December, March, and June during the contract period commencing with July 1, 2023, and ending with June 30, 2026. ($\$2,400 / 4 = \600.00 per installment).

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

Invoices sixty (60) days after the due dates specified herein will bear interest at the rate of 1% per month.

Three-Year Option

Client may elect to secure a three-year fixed fee contract under the same terms and conditions as stated in this Agreement at a secured rate as follows:

Initial: _____ Fiscal Year 2023-2024 Costs - \$2,400

Initial: _____ Fiscal Year 2024-2025 Costs - \$2,400

Initial: _____ Fiscal Year 2025-2026 Costs - \$2,400

Please check and initial here your choice for a three-year contract:

Yes for three-year option
_____ (Initials)

NO for three-year option
_____ (Initials)

Waiver of Submission of Claim(s). Notwithstanding any other provisions of this Agreement, the submission of claims may be waived as set forth below. Upon waiver exercised by either party, Client shall pay Consultant for all work performed up to and until the effective date of waiver in an amount not to exceed the maximum dollar amount indicated above and on the payment, schedule as indicated below:

Effective date of waiver prior to:	Percentage of fee due:
October 31	60%
February 28	90%
June 30	100%

A. At Client's Option. At the sole discretion of Client, Client may instruct Consultant to not file a specific claim or claims. Such instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The effective date of Client's waiver shall be the date Consultant receives Client's written instruction.

- B. At Consultant's Option. At the sole discretion of Consultant, Consultant may notify Client of its intention to not pursue a specific claim and the reasons therefor. Such notification must be in writing and provided to Client not less than thirty (30) days prior to the due date of the claim. The effective date of Consultant's waiver shall be the date Consultant mails its notification.

The services and associated compensation covered under this agreement may be modified through a written amendment, approved, and executed by both parties.

BACKGROUND & SCOPE OF WORK

Gold Oak Union School District is seeking a fully qualified firm to prepare and file all eligible mandated cost reimbursement claims for the 2023-2024 fiscal year and gather all 2022/23 annual filing data to ensure block grant mandates are in compliance. This includes the filing of the annual reimbursement claims that are due on February 15, 2024, and any newly claimable programs for which the District can claim costs during the fiscal year and gather all 2022/23 annual filing data to ensure block grant mandates are in compliance.

We understand the challenges Gold Oak Union School District faces in attempting to prepare the numerous individual reimbursement claims based on information from many school sites as well as the district office. ECONOMICS RECOVERY SERVICES has more than 25 years of experience in the state mandated cost area. ECONOMICS RECOVERY SERVICES is well experienced in providing services to school districts that are similar in size and scope to Gold Oak Union School District.

UNDERSTANDING OF PROGRAM OBJECTIVES

Based on our understanding of Gold Oak Union School District it is interested in contracting with a firm that will assume primary responsibilities for the following specific objectives:

- Maximizing the reimbursement of its state mandated cost claims
- Ensuring all involved staff receive the appropriate training and instruction
- Ensuring that the District is provided with timely information on all new test claims, including developing the necessary procedures and materials to document and collect the information related to those claims.
- Serving as the primary contact and liaison with the State Controller's Office and all other state agencies involved with the mandate reimbursement process.
- Assisting Gold Oak Union School District with any desk review or field audit conducted by the State Controller or the Bureau of State Audits.
- And finally, assisting Gold Oak Union School District in all matters related to the state mandated cost reimbursement program during the 2023-2024 fiscal year.

SCOPE OF WORK

ECONOMICS RECOVERY SERVICES will provide all necessary services to assist the District in preparing its state mandated cost claims during the fiscal year. This includes preparation of the following claims:

- All 2022-2023 actual cost reimbursement claims that must be timely filed no later than February 15, 2024 that are not part of the block grant program
- Collect/Monitor 2023-2024 data to ensure district is in compliance with block grant program.
- All new or first-time claims based on Claiming Instructions issued by the State Controller's Office.
- Possible late or amended claims that are identified by either Gold Oak Union School District or ECONOMICS RECOVERY SERVICES.

It is recommended that as many, if not all, FY 2022-2023 actual cost claims be filed by December 31, 2023. By filing the claims by the end of the current calendar year, Gold Oak Union School District should reduce its audit exposure by nearly one year.

Presently, the State is facing serious financial problems and is taking every opportunity to challenge school district claims. It is imperative that Gold Oak Union School District does everything possible to have the highest quality and most defensible claims prepared by a team of experts. We believe that ECONOMICS RECOVERY SERVICES will fully meet these objectives.

WORK PLAN

This section describes the plan and approach that we recommend be used to prepare all of the state mandated cost claims. ECONOMICS RECOVERY SERVICES will work closely with Gold Oak Union School District staff to tailor this plan to fit the actual business practices of the District and to take advantage of any methods and processes the District may prefer to use in completing the work. The remainder of this section outlines the key tasks that we propose be followed.

PLANNING, SCHEDULING, & COMMUNICATIONS

The purpose of this task is to initiate the development of a project plan and schedule, as well as develop the various means of communicating between Gold Oak Union School District and ECONOMICS RECOVERY SERVICES for all claiming opportunities during the fiscal year. Each plan will identify the various roles and responsibilities of both Gold Oak Union School District and ECONOMICS RECOVERY SERVICES involved in the process and the work tasks to be completed.

Since this would be the first year ECONOMICS RECOVERY SERVICES will be considered to assist Gold Oak Union School District with its mandated cost claims, we will conduct interviews with appropriate Gold Oak Union School District staff to review the existing claims process and identify the strengths and weaknesses of the previous data capture methods and materials. We will then make any modifications to our materials or develop new materials that will best meet the needs of the District. We will not include any proprietary information that was given to Gold Oak Union School District by other vendors. Our goal in the design of each interview guide, data collection form, or process is to minimize the time required of Gold Oak Union School District staff and to make sure the documentation supporting the claims is complete.

CONDUCT ORIENTATION AND TRAINING SESSIONS

Typically, the next step in each claiming cycle, after Gold Oak Union School District approves the work plan and approach for completing the claims, is to conduct a series of orientation and training sessions. These training sessions have been designed to include the district staff involved with the claiming process, as well as separate sessions for each of the site levels: Elementary, Middle and High. This training could be conducted as either separate sessions, or provided to all or any assign staff, depending on the preference of Gold Oak Union School District Coordinator/Manager. This training would include:

- The review of the general process, along with the identification of the roles and responsibilities of the District Office and the sites, as well as ECONOMICS RECOVERY SERVICES.
- The review of each state mandated program, the discussion of what information will be required to complete the claims, and how that data is to be compiled.
- The review of the data compilation schedule for each mandated program.
- The distribution of written reference and data compilation materials to Gold Oak Union School District staff to simplify the claiming process.

Some of the new, late, or amended claims may not require this level of training. However, ECONOMICS RECOVERY SERVICES is prepared to provide training where necessary.

COLLECT FINANCIAL DATA

One of the first steps in the data collection process is to obtain the financial data required to complete all claims. ECONOMICS RECOVERY SERVICES will gather the following data from the District Office:

- ✓ An electronic excel spreadsheet of the district-wide salary report (last name, first name, title, location, FTE, annual salary).
- ✓ District's Health & Welfare contributions for employees. (*Average Medical Insurance, Dental, Vision, LTD, STD etc.*)
- ✓ Unemployment Insurance rate _____%
- ✓ Worker's Comp. rate _____%.
- ✓ Salary schedules for all bargaining units/job classifications.
- ✓ Substitute Rates for certificated employees: Half-Day _____ and Full Day _____
- ✓ A copy of your P-Annual.

Where available, we would prefer the data to be in electronic form. ECONOMICS RECOVERY SERVICES will work with Gold Oak Union School District to determine the simplest method to obtain the data.

CONDUCT PROGRAM DATA COLLECTION INTERVIEWS

ECONOMICS RECOVERY SERVICES will complete the on-site work with Gold Oak Union School District in developing the processes and procedures to gather the necessary data needed for each claim. ECONOMICS RECOVERY SERVICES will be available to do what is necessary to provide the training, coordination, monitoring and follow-up to ensure the necessary data to support the various site-based claims is obtained in a prudent and timely manner.

PREPARE DRAFT CLAIMS FOR REVIEW

Once complete data has been compiled for at least one mandate program, ECONOMICS RECOVERY SERVICES can begin to prepare the claim. Each claim requires the documentation and validation of all costs. In preparing the claims, ECONOMICS RECOVERY SERVICES staff will update Gold Oak Union School District Coordinator/Manager on any problems or issues it identifies. Once each draft claim is prepared, it will be presented to Gold Oak Union School District Coordinator/ Manager for review and approval.

ORGANIZE WORK PAPERS & MAKE RECOMMENDATIONS

Following each claiming cycle, ECONOMICS RECOVERY SERVICES will update Gold Oak Union School District on the results regarding the claiming effort, provide copies of all claims filed, and organize the work papers in a fashion agreed upon by Gold Oak Union School District. In addition, ECONOMICS RECOVERY SERVICES will provide Gold Oak Union School District with any recommendation for improving the documentation or other matters related to the preparation of all claims.

ASSISTANCE WITH DESK REVIEWS & FIELD AUDITS

ECONOMICS RECOVERY SERVICES will work closely with Gold Oak Union School District to provide a response to the State Controller whenever the State Controller levies a question or presents an issue with one of the mandate reimbursement claims ECONOMICS RECOVERY SERVICES has prepared on behalf of the district. ECONOMICS RECOVERY SERVICES has extensive experience working with the State Controller's Office in identifying processes that will yield the most equitable and reasonable methods for resolving any possible disputes.

SUMMARY

Our work plan and schedule provide Gold Oak Union School District with a very comprehensive and efficient approach and series of methodologies to complete all tasks. We want to make clear how very flexible we are in adjusting the approach for any task to accommodate the Gold Oak Union School District. We understand that there may be more than one best approach to accomplishing the various activities. ECONOMICS RECOVERY SERVICES will seek advice and recommendations with Gold Oak Union School District Coordinator/Manager in all aspects of the work. We expect to work very closely with Gold Oak Union School District staff to make sure there is as much communication and collaboration as possible to ensure the success of this important program.

FIRM QUALIFICATION

ECONOMICS RECOVERY SERVICES; Ms. Nguyen has over 30 years of professional experiences and has spent the last twenty-seven years in the preparation and submission of state mandated cost claims for school districts. Ms. Nguyen has direct experience in designing, developing, implementing, and managing multiple projects and successful completion of filing the mandated reimbursement claims for School Districts and Community Colleges throughout California. Ms. Nguyen consults with school districts on claims management, serves as clients' primary point of contact, performs quality assurance claims reviews, prepares, and presents reports for reimbursable activity, and conducts day-to-day cost analysis. Ms. Nguyen also provides small to large group in-services to train school district personnel in tracking their time on existing and new mandated reimbursement claims and proper documentation requirements set by the State Controller's Office.

Ms. Nguyen began working in the mandated cost arena in 1996 with the preparation of mandated cost claims for school district through California and further expanded by providing statewide technical assistance to school districts while working for prior mandated firms. Ms. Nguyen has provided the same expert and timely assistance to over 250 school districts and county offices of education in 1996 in the mandated reimbursement area. Ms. Nguyen is committed to this project and has been involved with the process since its inception in California, which was first created by statute in 1977 and then placed in the California Constitution in 1979 with the passage of voter-approved Proposition 4. It is those provisions in Article 13B, Section 6 of the State Constitution, which govern the current process.

ECONOMICS RECOVERY SERVICES is located in Sacramento County.

OVERVIEW OF THE FIRM

ECONOMICS RECOVERY SERVICES was founded in 2011 with a mission of “*Effectively Servicing Schools.*” We understand the issues that face states, local governments, and education agencies, and work closely with Gold Oak Union School District to strengthen and improve their programs, operations, systems, and revenue recovery. At ECONOMICS RECOVERY SERVICES, serving school districts is our primary business.

- Utilize broad scope of industry knowledge to manage Mandated Reimbursement Claims encompassing all California schools, county offices of education, and community colleges.
- Prepare and file state mandated cost claims, and effectively design, develop, implement, and manage all mandated reimbursement claiming efforts.
- Develop California State Mandated Reimbursement Parameters and Guidelines, along with investigating, gathering, and interpreting data for claim processing / submissions on mandated cost processes and internal procedures.
- Serve as primary point-of-contact on numerous mandate reimbursement projects, and perform detailed client claim analysis review.

PROJECT COSTS

We believe that we have offered Gold Oak Union School District very competitive costs, for doing all of next fiscal year's state mandated cost claims. It is ECONOMICS RECOVERY SERVICES' understanding that Gold Oak Union School District prefers to enter into a fixed price contract with an exceptionally well-qualified consulting firm. If Gold Oak Union School District prefers some other option, ECONOMICS RECOVERY SERVICES would be most pleased to provide the District any reasonable alternative.

COSTS

The costs for the services listed in this proposal are shown below. Those costs include all professional fees and expenses to prepare all annual and other claims which are due to the State Controller's Office on February 15, 2024 for fiscal year 2023-2024 claims providing ECONOMICS RECOVERY SERVICES receives authorization to proceed with the work on or before August 1, 2023. This includes all services described in this proposal.

Client may elect to secure a three-year fixed fee contract under the same terms and conditions as stated in this Agreement at a secured rate as follows:

Initial: _____ Fiscal Year 2023-2024 Costs - \$2,400

Initial: _____ Fiscal Year 2024-2025 Costs - \$2,400

Initial: _____ Fiscal Year 2025-2026 Costs - \$2,400

METHOD OF PAYMENT

We have proposed a fixed fee to be paid in installments: 4 installments: (4) four equal installments due on the 15th of the following months listed: September, December, March, and June during the contract period commencing with July 1, 2023, and ending on June 30, 2026. (\$2,400 / 4 = \$600.00 per installment).

Billing Address:

Economics Recovery Services
DBA: Kimberley Nguyen
10824 Olson Drive, Ste. C #196
Rancho Cordova, CA 95670

Telephone: (916) 803-4483

Email: erservices2011@gmail.com

If the District should prefer some other pricing or payment arrangement, we are very flexible and are willing to discuss any reasonable alternative with the district.

DURATION OF PROPOSAL

This proposal will remain in effect until July 31, 2023. If the District should need additional time to make a decision or complete the necessary activities to provide ECONOMICS RECOVERY SERVICES with the authorization to proceed with the work, a time extension can be provided. We are very eager to work with the District and can begin work with weeks notice to proceed.