



TO: Board of Directors  
FROM: *RH* Robert Hascall  
SUBJECT: Contract for Educational Service Provider  
DATE: Feb 6, 2018  
TYPE: Action Needed

The purpose of this contract is to provide appropriate educational services not available within the Stanwood-Camano School District.

1. Overlake Hospital Medical Center Specialty School
  - a. Attachment A General Terms and Conditions
  - b. Attachment B Contract for Educational Services

Recommendation: Stanwood-Camano School District Board of Directors to approve the contract and authorize payments to Overlake Hospital Medical Center Specialty School.

# **CONTRACT FOR EDUCATIONAL SERVICES**

between

**STANWOOD-CAMANO SCHOOL DISTRICT**  
(Hereinafter referred to as "DISTRICT")

and

**OVERLAKE HOSPITAL MEDICAL CENTER SPECIALTY SCHOOL**  
(Hereinafter referred to as "OVERLAKE")  
1035 116<sup>th</sup> Avenue NE  
Bellevue, WA 98004

In consideration of the promises and conditions contained herein, DISTRICT and OVERLAKE do mutually agree as follows:

The general objective(s) of this contract are as follows:

The purpose of this agreement is to provide special education and/or related services for a DISTRICT-placed student(s) with a disability (collectively, "Students," and individually, a "Student"), where it has been determined by the Student's Individualized Education Program (IEP) Committee that placement at OVERLAKE represents the appropriate and least restrictive environment for this student.

## **I. DUTIES OF OVERLAKE**

In order to accomplish the general objective(s) of this contract, OVERLAKE shall perform the following specific duties to the satisfaction of DISTRICT's designee:

A. Develop and/or modify an IEP for each Student in collaboration with DISTRICT representative, and hold IEP meetings only when DISTRICT and OVERLAKE representatives and parents of the Student can be present.

B. Provide a program, curriculum design, and appropriate resources for each Student to meet such Student's IEP goals, specifying evaluation criteria schedule and procedures, to the satisfaction of DISTRICT with documentation for specific learning activities and specific student access.

C. Develop and provide Students with learning activities, including the steps leading to those activities, and assessment of progress toward each Student's IEP goals.

D. Provide supervision and support Students under the direction of certificated staff members for each learning activity, and document such services on forms used to record data gathered during the monitoring of student performance which are acceptable to DISTRICT.

E. Provide evaluation of all learning activities for each Student. Design, develop, maintain, and produce, at a minimum, quarterly reports of student progress for each Student. Design,

develop and maintain program master records for each Student, and make such master records for each Student available to DISTRICT for review.

F. Develop and operate a descriptive record-keeping system to monitor attendance, specify behavior standards and describe methods with which behavior problems will be addressed, including any emergency response protocols, which, if implemented, must be noted on the IEP.

G. Notify DISTRICT in advance of the possible need for screening and evaluation of students who may need a revised IEP, any multidisciplinary team meeting, staffing or other meetings where program decisions or placement changes are to be discussed.

H. Provide, upon request by DISTRICT, written documentation of adequate facility and professional liability insurance to cover the Students and services described herein, which include, but are not limited to, insurance type and limits of coverage.

I. Provide a facility that meets the minimum state and local requirements for health and fire safety and which is acceptable to DISTRICT. Operate a program to ensure the health and safety of each student. Fire and life safety and health/safety inspections must be current with all noted findings corrected.

J. Students engaged in Work Study or Community Services programs, which are supervised by OVERLAKE, shall meet the criteria established by DISTRICT in order to receive school credit.

K. If a Student's attendance is ten (10) days or less per month, notify DISTRICT and offer plan for improved attendance.

L. Maintain nonpublic agency approval from the Office of Superintendent of Public Instruction, including annual update requirements. OVERLAKE shall also maintain compliance with all required nonpublic agency assurances for the length of this agreement including currency of OVERLAKE's policies and procedures as outlined in Chapter WAC 392-172A-04080 through 392-172A-04095.

M. All specially designed instruction shall be provided, and/or supervised, by staff that meet and maintain Washington State certification and any State licenses required for practice.

N. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provisions respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent(s) or custodian(s), or their property.

O. Respond to reasonable requests by DISTRICT for any documentation related to the Students and services provided under this contract.

P. Notify DISTRICT of any complaints regarding services, conditions, or treatment of Students. Such notification is not limited to formal written complaints to OVERLAKE, but shall include complaints or concerns brought to the attention of OVERLAKE by parents of the Students.

## II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE

This agreement shall commence on February 26, 2018 (the "Commencement Date") and be effective for a term of one (1) year. The agreement may be renewed for additional one (1) year terms.

Notwithstanding the foregoing, OVERLAKE shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of OVERLAKE and DISTRICT; (2) This contract must be filed with, and approved by, the State of Washington Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) DISTRICT's designee must confirm the occurrence of conditions number one and two and notify OVERLAKE to commence performance.

## III. DUTIES OF DISTRICT

In consideration of OVERLAKE's performance of the duties set forth herein, DISTRICT shall compensate and/or reimburse the expenses of OVERLAKE as follows:

A. OVERLAKE shall be compensated at the rates per day and/or per hour which are specifically detailed in the attachment(s) to this contract. Except as expressly provided herein, all expenses necessary to OVERLAKE's performance of this agreement shall be borne in full by OVERLAKE. The total amount of compensation to be paid by DISTRICT to OVERLAKE for the services provided under this contract shall be the sum of the amounts designated for each individual Student referenced in the attachment(s) to this contract.

B. There will be no additional reimbursement for travel, per diem, or other related costs except that provided in the Attachment(s).

C. No later than the fifteenth (15th) day of each month, OVERLAKE shall submit an invoice to DISTRICT in a form acceptable to DISTRICT, requesting payment for services performed pursuant to this Agreement for the prior calendar month. The invoice shall include details regarding the services provided to each Student and the amount of compensation requested, including any reimbursement for expenses. The invoice shall be accompanied by any receipts and/or other documentation reasonably requested by DISTRICT to support OVERLAKE'S payment and/or reimbursement request.

D. DISTRICT shall remit payment for the invoice to OVERLAKE within thirty (30) days of its receipt. All payments of compensation and expenses to OVERLAKE shall be conditioned upon OVERLAKE's:

1. Submission of detailed vouchers which support the services, pursuant to this agreement, which have been rendered for student(s)/and/or expenses incurred for which payment is requested, **and**

2. Performance to the satisfaction of DISTRICT; PROVIDED, that approval shall not be unreasonably withheld.

E. Any date specified herein for payments(s) to OVERLAKE shall be considered extended as reasonably necessary to process and deliver a warrant for the amount(s), as per agreement between DISTRICT and OVERLAKE.

F. DISTRICT remains responsible for compliance with due process, IEP, annual review and the determination of all services and determination of placement requirements. DISTRICT will contact OVERLAKE 60 days prior to the expiration of a Student's IEP to schedule dates for the IEP meeting. DISTRICT will send the Student's parent notice of IEP meeting prior to the IEP meeting.

#### IV. INCORPORATION OF ATTACHMENTS

This contract includes and incorporates as if fully set forth herein the GENERAL TERMS AND CONDITIONS, which are attached hereto and marked "Attachment A," and each agreement entered into by the parties for individual Students, which shall be executed in the form marked "Attachment B" and attached hereto.

We the undersigned agree to the terms of the foregoing contract.

<b>Stanwood-Camano School District</b>	<b>Overlake Specialty School</b>
<b>26920 Pioneer Hwy</b>	<b>2610 116th Avenue N.E (location)</b>
<b>Stanwood, WA 98292</b>	<b>Bellevue, Washington 98004</b>
<b>Lloy Schaaf, Ed.D.</b>	<b>Lisa Brock</b>
<b>Assist. Super. Of Teaching and Learning</b>	<b>Chief HR/Compliance Officer</b>
<b>(360)629-1236</b>	<b>(425) 688-5628</b>
<b>(360)629-1233 fax</b>	<b>(425) 688-5087 fax</b>

Who certifies that he/she is DISTRICT identified herein, OR a person duly qualified and authorized to bind DISTRICT so identified in the foregoing Agreement.

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Who certifies that he/she is OVERLAKE identified herein, OR a person duly qualified and authorized to bind OVERLAKE so identified to the foregoing Agreement.

Date: 1/19/18

By: [Signature]

Title: CHRO/COO

## Attachment A General Terms and Conditions

These General Terms and Conditions are incorporated into that certain Contract for Educational Services (“Contract”) between Stanwood-Camano School District (“District”) and Overlake Hospital Medical Center d/b/a Overlake Specialty School (“Contractor”).

1. **Access to Data.** As permitted by applicable law, the Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent’s designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, as amended, also referred to as the “ADA” 28 C.F.R § 35.** The Contractor must comply with the ADA, which provides comprehensive civil protection to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications. Contractors awarded a federally funded contract or subcontract that exceeds \$10,000.00 or that will (or can reasonably be expected to) accumulate to more than \$10,000.00 in any 12-month period, must comply with 41 CFR Part 60-741 (Section 503 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. § 793) affirmative action requirements to employ and advance in employment qualified individuals with disabilities.
4. **Assignment.** Neither the District nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.
5. **Audit Requirements.** If the Contractor is a sub recipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors who are sub recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

**NOTE: Audit requirements do not apply to “vendors” as defined in OMB Circular A-133 (those providing goods and services that are required for the conduct of the federal program).**

This Section 5 shall not apply to Contractor if Contractor is not a sub-recipient of federal awards as defined by the OMB Circular A-133.

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6. **Authority of Parties.** Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.
7. **Authorized work.** Any changes to the scope of this Contract must be made in writing and acknowledged by both parties (with authority to act on behalf of their activity). Only the District's contract administrator for this Contract, or his/her designee, can authorize changes or additions to the scope of the contract. If the Contractor performs work based on instructions from someone other than the contract administrator or their designee, the contractor is doing so at its own risk.
8. **Background Checks.** As required by RCW 43.43.834, the Contractor shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. Pursuant to RCW 28A.400.330, the Contractor shall not permit any employee, subcontractor, intern or volunteer from performing work under this Contract who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are expended under this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
10. **Certification Regarding Fraud, Bribery or Gratuity Violations.** If federal funds are expended under this Contract, Contractor certifies, to the best of its knowledge and belief that any report related to a Federal award is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. Contractor is aware that any false, fictitious, or fraudulent information or the omission of any material fact in a report related to a Federal award, may subject Contractor to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise. Contractor agrees to disclose in writing, in a timely manner, to the District, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a Federal award; and any potential conflict in accordance with applicable Federal policy. As used in this Agreement, the term "knowledge" means the actual and constructive awareness of Contractor's Director of Outpatient Psychiatry and Specialty School, after making and being deemed to have made a commercially reasonable investigation and inquiry with respect to the accuracy and completeness of the statement being made or other matter.

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11. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the District Superintendent or designee of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
12. **Compliance with Laws, Ordinances, and Regulations.** The Contractor shall comply with all local, state, and federal laws, ordinances and regulations applicable to the performance of its responsibilities under this Contract. Compliance shall include, but not be limited to, all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.
13. **Confidentiality.** The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure. The Contractor shall execute the attached document, Exhibit 1, pertaining to the confidentiality of certain records.
14. **Conflict of Interest:** No director, employee or agent of the Contractor shall give or receive any commission, fee, rebate, gift, or entertainment in excess of \$25 value in connection with the work, or enter into any non-consumer business arrangement with any director, employee or agent of District other than as a representative of the district, without prior written notification thereof to the district. Any representative(s) authorized by the district's superintendent may audit all records of the Contractor that pertain to the District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through process shall be administered confidentially.
15. **Continuing Effect.** Rights and obligations under these General Terms and Conditions, this Contract and any attachments or exhibits thereto which explicitly survive termination of the Contract will remain in effect after termination or expiration of all or any portion of this Contract.
16. **Disputes.** In the event that a dispute arises under this Contract, it shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to the Dispute Resolution Board; (2) the Contractor shall appoint a member to the Dispute Resolution Board; (3) the District's Superintendent or designee and the Contractor shall jointly appoint a member to the Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.



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17. **Entire Agreement.** This written Contract constitutes the mutual agreement of the Contractor and the District or designee in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.
18. **Equal Employment Opportunity, Executive Order 11246, 41 C.F.R § 60 (2013).** This law prohibits contractors awarded federally funded contracts and/or subcontracts that have an aggregate value in excess of \$10,000 from discriminating in employment and requires affirmative action to ensure equal employment opportunity on the basis of race, religion, sex or national origin.
19. **Established Business.** Prior to commencing performance of this Contract, or prior to the time required by law or regulation, e.g., Chapter 18.27 WAC, Contractor shall be an established business with all required licenses, accreditation, registration, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the solicitation for bids, request for proposals or this contract. Contractor must have a Federal tax identifier number as required by Internal Revenue Service regulations and a uniform business identifier number (UBI) required by the Washington Department of Revenue. The Contractor shall provide proof of compliance with these requirements within ten (10) calendar days from the date of the request by the District.
20. **Ethical Conduct.** The Contractor certifies that he/she/it, or his/her/its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of the Contractor for the work to be performed under this Contract. No director, employee, or agent of the Contractor shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District superintendent or designee. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of any law, regulation, or policy that prohibits the use of public resources for political purposes.
21. **Governing Law.** The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation arising out of this Contract.
22. **Headings and Captions.** The headings and captions used in this Contract are for convenience only. They are not part of the agreement and do not define, limit or describe the scope of intent of the paragraphs of this Contract.
23. **Indemnification.**

Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with third party claims arising out of: (i) Indemnifying Party's negligent acts or

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omissions or intentional conduct to the fullest extent permitted by law and subject to the limitations provided below, or (ii) Indemnifying Party's use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, which constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole negligence of the other party and its officers, board members, agents and employees.

The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.

The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.

The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's reasonable personnel-related costs, reasonable attorney fees, and court costs.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials. Contractor shall defend, indemnify, and hold harmless the District and its officers, board members, agents and employees, from and against any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of the Contractor's performance of this Contract.

24. **Independent Capacity.** The District and the Contractor intend that an independent contractor relationship will be created by this Contract. The Contractor and his/her/its employees or agents performing under this Contract are not employees or agents of the District. The Contractor will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law.

25. **Insurance.**

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now or hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include

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coverage for all employees of the Contractor, and for all employees of any subcontractor retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction.
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under any mandatory governmental program as in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law and to the extent practicable, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the District, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor to provide services under this Contract, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the District incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the Contractor will indemnify the District for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the District by the Contractor pursuant to the indemnity may be deducted from any payments owed by the District to the Contractor for the performance of this Contract.

- b. **Commercial General Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain commercial general liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed reasonably necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

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Each Occurrence	\$1,000,000
Aggregate	\$3,000,000

- c. **Additional Insured.** Contractor shall use reasonable best efforts to name District as an additional insured on all policies and all policies shall be primary to any other valid and collectible insurance. At its option, the District may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians' professional liability, or Architects' and Engineers' insurance. The District may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private non-profit organizations.
- d. **Proof of Insurance.** Certificates and/or evidence reasonably satisfactory to the District confirming the existence, terms, and conditions of all insurance required in this Contract shall be delivered to the District's employee in charge of risk management within five (5) days of the Contractor's receipt of authorization to proceed. The policy of insurance that must be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without forty-five (45) days written notice being given to the District's Superintendent or designee.
- e. **Cyber Liability Insurance.** Each party to this Agreement shall carry and maintain, at its own expense including any applicable deductibles or retentions, insurance policies or coverage agreements of the kind and with limits listed below:

Should the Contract have access to data provided by the District, the Contractor shall provide Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

26. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.
27. **Non-Discrimination.** The Contractor shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity

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performed by the Contractor and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Contractor shall notify the Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that the Contractor violated a law, regulation or ordinance prohibiting discrimination. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further Contracts with the District.

28. **Opportunity to Cure Default.** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the District Purchasing Manager, in his/her sole discretion, may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following:
- a. Exercise any remedy provided by law;
  - b. Terminate this contract and any related contracts or portions thereof;
  - c. Suspend Contractor from receiving future solicitations or other bidding opportunities.
29. **Payments.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor; provided that such acceptance and certification shall not be unreasonably withheld.
- Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days [Note: The 30 days begin upon receipt of the goods or services or a properly complete invoice, whichever is later.], and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.
30. **Performance.** Acceptance by the District of any unsatisfactory performance with or without objection or reservation shall not release the Contractor from any responsibilities imposed by the contract or by law and shall not be deemed a waiver of the right to claim damage for breach or to terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
31. **Records, Documentation and Reports.** The Contractor shall maintain complete financial records relating to this Contract and complete records documenting the services rendered under the Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently

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and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

32. **Review.** The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.
33. **Rights in Data and Publications.** The Contractor shall obtain the District's written approval prior to the publication of any results of District's students and/or services performed or to be performed for any purpose other than for District use. This provision shall not apply to any data that is developed independent of this Contract.

With respect to Data which is developed by Contractor for District during the term of this Contract, Contractor shall grant District a nonexclusive, royalty-free, irrevocable license in such Data to publish, translate, reproduce, deliver, perform, and dispose of such Data, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent to which the Contractor has a right to grant such a license. The Contractor shall notify the District, at the time of delivery of data furnished under this Contract, of all known limitations on such license and any data that was not produced in the performance of this Contract. "Data" shall mean all work product developed by Contractor solely in the course of providing services to District pursuant to this Contract and shall include, but is not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium.

The Contractor shall promptly notify the District in writing of each notice or claim of copyright, trademark, or patent infringement it receives regarding any data delivered under this Contract.

34. **Right of Inspection.** With two (2) days advance written notice, the Contractor shall provide right of access to its facilities to the District's Superintendent or designee at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
35. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other

## Attachment A General Terms and Conditions

provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

36. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.
37. **Termination for Convenience.** Except as otherwise provided in this Contract, the District's Superintendent, or designee, or Contractor, may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the other party as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the other party. If this Contract is so terminated, the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.
38. **Termination for Breach and/or Default.** The District may terminate this Contract for breach and/or default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:
  - a. Materially failed to meet or maintain any requirements for Contracting with the District;
  - b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
  - c. Materially failed to perform, or otherwise materially breached, any term or condition of this Contract;
  - d. Violated any applicable law or regulation;
  - e. Made any general assignment for the benefit of creditors;
  - f. In the District's reasonable opinion, become insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - g. Become the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors, and/or;
  - h. Had a receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property.

In such event, the Contractor shall be liable for damages as determined by a court, which may include, but are not limited to, any cost difference between the original Contract and the

Attachment A General Terms and Conditions

replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

39. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract under any such new funding limitations and conditions.
40. **Termination Procedure.** Upon termination of this Contract, the District's Superintendent or designee, in addition to other rights provided in this Contract, may require the Contractor to deliver to the District any District property, including, but not limited to records, specifically produced or acquired by Contractor for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;



## Attachment A General Terms and Conditions

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
- e. Complete performance on such part of the work not terminated by the District; and
- f. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

41. **Treatment of Assets.** Any property of the District furnished to the Contractor during the term of this Contract shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Contract. Contractor shall surrender such District property to District without charge prior to settlement upon completion, termination, or cancellation of this Contract. The Contractor shall be responsible for any loss or damage to property of the District which results from the negligence of the Contractor or the failure on the part of the Contractor to maintain and administer that property in accordance with best practices for an educational provider.

If any District property is lost, destroyed, or damaged, the Contractor shall notify the District and take all reasonable steps to protect the property from further damage. All reference to the Contractor under this clause shall include Contractor's employees, agents, and subcontractors.

42. **Vietnam Era Veterans' Readjustment Assistance Act, as amended 38 U.S.C. § 4212, also referred to as "VEVRAA" 41 C.F.R §§ 60-250 and 60-300 (2013).** This law prohibits federally funded supply and service and construction contractors (and their subcontractors) from discriminating in employment against disabled veterans, other protected veterans, and Armed Forces Service Medal veterans. It also requires that these contractors take affirmative action to employ and advance veterans. Despite its name, this statute is no longer limited to veterans from the Vietnam Era. VEVRAA applies equally to: 1) disabled veterans; 2) Armed Forces service medal veterans; 3) recently separated veterans, and; 4) other protected veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized.
43. **Waiver.** Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by an individual authorized to execute said waiver for the District.

Attachment A General Terms and Conditions  
 Agreement for Access to Student and Employee Information

Overlake Hospital Medical Center d/b/a Overlake Specialty School (hereafter referred to as "Contractor") hereby acknowledges and agrees that the personally identifiable student and employee information ("Information"), disclosed to it by Stanwood-Camano School District ("District") is for the limited purpose of conducting work as described in the attached Consultant/Contractual Services agreement ("Contract") and will be used only for that purpose.

Further, the Contractor is subject to compliance with all applicable laws and regulations pertaining to the possession and maintenance of such Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.56.230.

The Contractor further is required to maintain the confidentiality of the Information provided and not to disclose personally identifiable information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. Pursuant to the Contract, the Contractor also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Information by the Contractor.

It is further acknowledged and agreed that when the work contracted with the District has been completed, all Information will be destroyed and no copies or other retention of the personally identifiable Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the Contractor. We the undersigned agree to the terms of the foregoing contract.

<b>Stanwood-Camano School District</b>	<b>Overlake Specialty School</b>
<b>26920 Pioneer HWY</b>	<b>2610 116th Avenue N.E (location)</b>
<b>Stanwood, WA 98292</b>	<b>Bellevue, Washington 98004</b>
<b>LLOY Schaaf, ED.D.</b>	<b>Lisa Brock</b>
<b>Assist. Super. Of Teaching and Learning</b>	<b>Chief HR/Compliance Officer</b>
<b>(360)629-1236</b>	<b>(425) 688-5628</b>
<b>(360)629-1233 fax</b>	<b>(425) 688-5087 fax</b>

Who certifies that he/she is DISTRICT identified herein, OR a person duly qualified and authorized to bind DISTRICT so identified in the foregoing Agreement.

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Who certifies that he/she is OVERLAKE identified herein, OR a person duly qualified and authorized to bind OVERLAKE so identified to the foregoing Agreement.

Date: 1/25/18

By: [Signature]

Title: C1430/CCO

**ATTACHMENT B  
TO  
CONTRACT FOR EDUCATIONAL SERVICES  
Agreement Between**

**STANWOOD-CAMANO SCHOOL DISTRICT  
(Hereinafter referred to as "DISTRICT")**

and

**OVERLAKE HOSPITAL MEDICAL CENTER SPECIALTY SCHOOL  
(Hereinafter referred to as "OVERLAKE")**

**NAME OF STUDENT (S):**

**DATE OF ATTACHMENT:**        **January 18, 2018**

**CONTRACTED PERIOD:**        **From:    February 26, 2018                      To: August 30, 2018**

**I. Purpose**

The parties have entered into a Contract for Education Services (the "Contract") pursuant to which Overlake has agreed to provide certain special education and related services for certain District students. This Attachment serves as an attachment to the Contract, the purpose of which is to set forth the specific educational services at Overlake beginning on February 26, 2018 and continuing (for a period of 110 school days) through August 30, 2018, for Maxamilian Larson ("Student"), resident student of District, who qualifies for special education programs for students pursuant to Chapter 392-172A-04080 through 392-172A-04095 WAC.

**II. Responsibilities of Overlake:**

1. Provide educational services to Student as outlined in the Contract
2. The educational services will be primarily provided at the following location:  
2610 116th Avenue N.E., Bellevue, WA 98004.
3. The Student will be supervised by the staff of Overlake as outlined in the Contract.
4. Overlake will provide opportunity for District's Director of Special Education or Director's designee to observe, confer with staff, and otherwise monitor the program for the Student as provided in Chapter 392-172A-04080 through 392-172A-04095 WAC.

**III. Responsibilities of District:**

1. Entering into agreement, District will perform an appropriate review of the case information and develop objectives based upon assessment of the Student. This will include collaborative development of an IEP and applicable addenda such as BIP and ERP and meet OSPI standards.
2. District's Director of Special Education or the Director's designee will observe, confer with staff, and otherwise monitor the program for the Student.

IV. Terms of Agreement:

1. Compensation and reimbursement under this Attachment will be as follows and will be paid by District on the basis of an invoice submitted by Overlake:
  - a. Day Treatment Services: \$376.00 per day. Compensation will not be dependent upon Student's actual attendance.
  - b. Aide Services: 1:1 aide services shall be compensated at a rate of \$211.00 per day as mutually agreed upon in advance. Compensation will not be dependent upon Student's actual attendance.
2. Notwithstanding the above, the total obligation of District shall be no more than \$64, 570.00 for the duration of this agreement. Not included in this total are Occupational and/or Speech Therapy charges. Those charges will only be charged to students who have it identified in the student's IEP and will not exceed the number of weekly visits identified in the IEP. The Occupational and/or Speech Therapy charge is for less than or equal to a 15 minute increment and set at \$54.00 per increment. There now are additional options for occupational and/or speech therapy involvement to participate in IEP meeting and provide quarterly summaries as requested and approved by the contracted districts in advance at the same incremental rates.
3. This Attachment may be changed, consistent with the contract, law, or service need at any time by mutual written agreement of District and Overlake.
4. This Attachment may be terminated, as outlined in the contract, by either party.
5. All conditions of this Attachment and services delivered under this Attachment are governed by the Contract.
6. In order for this Attachment to be valid, Overlake must be approved by the Office of Superintendent of Public Instruction, on or before and have continuous approval during this agreement in order to serve students with disabilities.

This agreement is effective on the 26<sup>th</sup> day of February 2018 and terminates on the 30<sup>th</sup> day of August 2018.

<b>Stanwood School District</b>	<b>Overlake Specialty School</b>
<b>26920 Pioneer Hwy</b>	<b>2610 116th Avenue N.E (location)</b>
<b>Stanwood, WA 98292</b>	<b>Bellevue, Washington 98004</b>
<b>Lloy Schaaf, ED.D</b>	<b>Lisa Brock</b>
<b>Assist. Super. Of Teaching and Learning</b>	<b>Chief HR/Compliance Officer</b>
<b>(360)629-1236</b>	<b>(425) 688-5628</b>
<b>(360)629-1233 fax</b>	<b>(425) 688-5087 fax</b>

\_\_\_\_\_  
 Person authorized to bind said  
 District to the foregoing agreement

Date: \_\_\_\_\_

  
 Person authorized to bind said  
 Agency to the foregoing agreement

Date: 1/19/18