


Stanwood  **Camano**
★ ★ ★ ★ ★ School District

TO: Board of Directors
FROM: Pam Gentz 
SUBJECT: Contract for Professional Services
DATE: May 7, 2013
TYPE: Action Needed

Please find attached a contract for services, which will authorize payment for occupational therapy services provided by Leanna J. Long Consulting for the 2013-14 school year.

The purpose of this contract is to provide students in need of occupational therapy services. Leanna J. Long will provide services to special education students in the Stanwood-Camano School District.

RECOMMENDATION: To approve the contract and authorize payment between Stanwood-Camano School District and the above stated service provider for occupational therapy services.

LEANNA J. LONG CONSULTING

INDEPENDENT CONTRACTOR AGREEMENT

with

STANWOOD-CAMANO SCHOOL DISTRICT

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into by and between Leanna J. Long Consulting, a sole proprietor business providing Occupational Therapy services, with its principle place of business at 2662 NW Logan Street, Camas, Washington, 98607 (the "Contractor"), and Stanwood-Camano School District, a municipal corporation with its principal place of business at 26920 Pioneer Highway, Stanwood, Washington 98292 (together with its affiliates referred to herein as the "District").

WHEREAS, the District desires to retain the services of the Contractor, and the Contractor desires to provide certain services to the District in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the District and the Contractor, intending to be legally bound, hereby agree as follows:

1. Description of Contract Therapy Services. The District hereby retains the Contractor to provide Occupational Therapy services to the District as hereinafter described for the consideration and upon the other terms hereinafter prescribed.

1.1 Term. This Agreement shall become effective on September 3, 2013, and will continue in effect through June 17, 2014. Renewal of the Agreement will be by mutual consent of the Contractor and the District and shall not be terminated early unless terminated by either party upon sixty (60) days' prior written notice to the other party. The District's obligations to pay all work performed and expenses accrued prior to the termination of this Agreement shall survive such termination, and the provisions of the entirety of Section 3-16 shall continue in full force and effect following such termination.

1.2 Nature of Relationship. The Contractor is, and shall at all times be, an independent Contractor in providing Services and nothing contained herein shall cause the relationship to be an employer/employee or principal/agent relationship, nor shall any partnership relationship be deemed to exist or arise as a result of this Agreement. The Contractor shall have no authority to bind the District in any way and shall be fully responsible for the payment of any and all taxes payable and the filing of all applicable tax returns. The District shall have no authority to direct the manner or the time of the performance of the Services to be rendered hereunder. Contractor is not entitled to the benefits afforded to District employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing at Contractor's expense disability, unemployment, workers' compensation, and other insurance, training permits, and license for Contractor and for Contractor's employees and subcontractors, as required by law.

Contractor agrees to comply with all federal, state, and municipal laws, rules, regulations, and District policies and regulations, that are now or may in the future become applicable to Contractor's business, equipment, and personnel engaged in an operation covered by this agreement or accruing out of the performance of such operations. Contractor shall indemnify and hold District harmless from claims made by any entity as a result of Contractor's failure to comply. Specifically, Contractor is being provided the following information regarding District Policies and Regulations resulting to confidentiality of student's records, non-discrimination, and sexual harassment:

Public schools are governed by state and federal laws and district policies and Contractor shall abide by these directives.

- a. Confidentiality. During your association with the school district, you may have access to confidential and sensitive information regarding a child, family, or staff member. This information cannot be shared with persons outside the school district. Student information is governed by the Family Educational Rights and Privacy Act (FERPA). This federal law prohibits information from a student's educational record being released without prior written parent permission.
- b. Child Abuse. Contractor is a mandated reporter. If Contractor learns information that that may indicate that a child is being abused or is in danger, Contractor is required by law to make a report. Contractor shall report suspected abuse or danger to a child immediately to the classroom teacher and school Administrator.
- c. Non-discrimination. No student or staff person should ever be treated differently, spoken to disrespectfully, or denied services on the basis of race, religion, sex, sexual orientation, disability, age, national origin, or marital status. Each student and staff is to be treated with respect and dignity.
- d. Sexual Harassment. No student or staff person should ever be subjected to inappropriate, unwelcome sexual overtures. Examples of prohibited conduct are unwarranted name calling, comments, touching, jokes and compliments of a sexual nature.

2. Provision of Services. The District hereby retains the Contractor to provide Occupational Therapy services to the District as hereinafter described in this Agreement.

2.1 Services to be Performed by the Contractor.

- a. Contractor shall be duly licensed to practice Occupational Therapy in the State of Washington and to provide the services as specified by the Occupational Therapy professional guidelines and Washington State Law;
- b. Contractor shall perform all services in compliance with any standard, ruling, or regulation of any governmental agencies responsible for administering, regulating, or accrediting the District, and to conform all applicable District policies, including personnel qualifications established and maintained to comply with Washington State Administrative Codes and laws;
- c. Contractor shall provide District with a written record of services provided in a timely manner;
- d. Contractor shall participate in the assessment, evaluation, development, and modification of Individualized Education Plans;
- e. Contractor shall perform the services within the facilities of the District or such appropriate place as may be agreed upon between the District and the Contractor;
- f. Contractor shall maintain full force and in effect, appropriate professional liability and insurance coverage;
- g. Contractor shall maintain automobile liability insurance coverage, sufficient to cover the Contractor under this Agreement and in accordance with state law, on any vehicle used in the delivery of Occupational Therapy services under this Agreement;
- h. Contractor shall maintain adequate record of all service provided;
- i. Contractor shall participate with District personnel by communication as reasonably required to ensure acceptable quality and timelines.
- j. Contractor shall determine the method, details, and means of performing the above-described services. Contractor shall work as many hours as may be reasonably necessary to fulfill Contractor's obligations under this Agreement or an average of seven (7) hours for every regularly scheduled school day; not to exceed thirty-five (35) hours per week or 180 days per school year unless previously discussed and agreed upon by Contractor and District. If hours exceed forty (40) in a one (1) week period, Contractor will be paid the agreed upon hourly rate plus half (time and a half).

2.2 Compensation for services. The District shall provide the Contractor with compensation at the rate of seventy-three dollars and fifty cents (\$73.50) per hour upon completion of the project and/or services set forth in this Agreement. If applicable, the Contractor will be reimbursed the current state mileage rate for travel expenses when traveling to and from multiple worksites within the school district.

The Contractor agrees to submit a weekly statement to the address contained in section 9 specifying hours and mileage spent in provision of Occupational Therapy services. The District shall pay the Contractor the amount as indicated by statements submitted by the Contractor within ten (10) days of receipt of statement, such payments being made to the address contained in section 9 (unless otherwise specified by Contractor) or by electronic funds transfer.

It is recognized and agreed that in connection with the services to be performed for the District, the Contractor may be obligated to expend money for travel or other business expenses, including telephone expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the District harmless from claims made by any entity for payment for such expenses incurred.

3. Property Rights of the Parties. All records of the District, whether existing at the time of this Agreement, procured through the efforts of Contractor, or learned by Contractor from any other source, and whether prepared by Contractor or otherwise, shall be the exclusive property of District. Any personally identified information about the District's student records which is gained by the Contractor in the performance of this Agreement shall be considered confidential and not disclosed except by appropriate written consent.

4. Washington State Criminal Identification System Requirement. Contractors, who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under 43.43.830-43.43.834, 10.97.030 and 10.97.050 RCW, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using complete Washington State criminal identification fingerprint card. Contractor shall provide a copy of all said record checks to the District. If Contractor or applicant has had a record check within the previous two (2) years, District may waive the requirement. District shall determine whether the applicant or Contractor shall pay costs associated with the record check.

5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Contractor certifies, and the District relies thereon in execution of this Agreement, that neither Contractor nor its Principals are presently debarred, suspended,

proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

“Principals”, for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

Contractor shall provide immediate written notice to District if, at any time during the term of this Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

Contractor certification is a material representation of fact upon which the District has relied in entering into this Agreement. Should District determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

It is also the responsibility of the undersigned Contractor to notify lower tier suppliers of their responsibility to report any debarment or suspension action taken against them by the Federal Government. Such reports must be provided to the District immediately.

6. Confidentiality. In the course of the business relationship between the parties, certain confidential information of one party may be disclosed to the other party. Each party agrees to hold the other’s confidential information, including the terms of this Agreement, in strict confidence and not to disclose such confidential information to any third party or to use it for any purpose other than as it relates to their business relationship or as otherwise specifically authorized by the other party. Confidential information shall not include (a) information generally known to the public, and (b) information properly received by a party from any third party not affiliated with the other party and not under any duty to the other party not to disclose such information.

7. Entire Agreement; Severability. This Agreement, including the Exhibits hereto, is the entire agreement of the parties with respect to its subject matter, and supersedes all prior or contemporaneous oral or written communications or agreements between the parties. This Agreement may not be modified in any way except in writing signed by the parties. If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

8. Choice of Law; Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the exclusive venue and jurisdiction for any litigation between the parties shall lie in the Superior Court for the State of Washington located in Snohomish County, Washington.

9. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and, unless otherwise stated herein, shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified; (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties as follows or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section:

If to the District, to:	Stanwood-Camano School District ATTN: Pam Gentz 26920 Pioneer Highway Stanwood, Washington 98292-9548 Telephone: 360-629-1236 Facsimile: 360-629-1233 Email: pgentz@stanwood.wednet.edu
If to the Contractor, to:	Leanna J. Long Consulting 2662 NW Logan Street Camas, Washington 98607 Telephone: 808-927-7762 Email: leannalong@gmail.com

10. Indemnification and Insurance.
Indemnification: Contractor agrees to defend, indemnify and hold the District, and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of services in connection with this Agreement; provided, however, this indemnity shall not apply to the extent of the District’s own comparative negligence or intentional misconduct.

Insurance: The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The Contractor shall provide a *Certificate of Insurance* evidencing:

- 10.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and,
- 10.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,
- 10.3 Professional Liability if applicable, with limits of \$1,000,000.

The District shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and **a copy of the endorsement naming the District as additional insured shall be attached to the *Certificate of Insurance***. The District reserves the right to receive a certified copy of all required insurance policies.

The District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

11. Termination for Breach. If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 60 days prior written notice to the breaching party, may terminate this Agreement with no continuing financial liability to the non-breaching party.

12. No Waiver. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any later time or to thereafter enforce such party's rights at law or in equity.

13. Binding Effect. This Agreement shall benefit and be binding upon the parties to this Agreement.

14. Attorneys' Fees. If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

15. Construction of Agreement. This Agreement has been negotiated by the parties and their respective representatives, and the language of this Agreement shall not be construed for or against either party.


16. Counterparts; Headings. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument. Headings used herein are intended solely for the ease of reference, and are not intended to describe, nor shall they be used to construe or interpret, any provision of this Agreement.

17. Reciprocity. The Contractor agrees, on behalf of itself and its Subcontractors of any tier, that the invocation of any rights under 42.56 RCW by the Contractor or a Subcontractor of any tier at any time shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the District.

IN WITNESS THEREOF, the parties have caused this Independent Contractor Agreement to be executed by their authorized representatives on the day and date first written above.

LEANNA J. LONG CONSULTING

STANWOOD-CAMANO SCHOOL DISTRICT

Signature: 

Signature: _____

Printed Name: Leanna Long, MOT, OTR/L

Printed Name: Lloy Schaaf, Ed.D.

Title: Occupational Therapist / Business Owner

Title: Assistant Superintendent of Teaching & Learning

Date: 20 - APRIL - 2013

Date: _____