



Contract for Services

01:22/23 – Community Care

THIS CONTRACT # 01:22/23 – Community Care ("Contract") is entered into by the Everett Public Schools, (the "District"), and Community Care (the "Contractor"), whose address is 5424 Delridge Way SW, Suite A, Seattle, WA 98106. The District is undertaking certain activities related to, special education services for students and, the District desires to engage the Contractor to provide Work in connection with such undertakings of the District,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS -

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☒ Scope of WorkExhibit A
 - ☒ Price AttachmentExhibit B
 - ☒ Certificate(s) of Insurance and Policy Endorsement.....Exhibit C

II. CONTRACT TERM

This Contract shall be effective September 1, 2022 and shall expire August 31, 2023, unless extended by two optional one-year extensions or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The District shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in accordance with Exhibit B.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have had the opportunity to have legal counsel review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMMUNITY CARE

EVERETT PUBLIC SCHOOLS

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title

Date Accepted: _____

Date Accepted: _____

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the District that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the District for the performance of Work under the Contract.

Day: Calendar day.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the District to manage the project on a daily basis and who may represent the District for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The District is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the District the Contractor shall furnish invoices to the project manager identified in notices section of this contract. All invoices shall contain the complete description of the

products, services, phases or milestones accepted, hours worked and Contract hourly rates, or authorized fees.

The District will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the District. Within thirty (30) Days after receipt of an invoice, the District shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the District will make payment directly to the State.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the District. The Contractor shall provide documentation satisfactory to the District in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Bellevue-Everett area, or a manufacturer's published notification of price change(s). The District reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety.

The Proposer agrees if they offer the same service or product to another customer comparable in size at a lower price than the rates detailed on this Contract, the Proposer will adjust the District costs to the lower rate.

Any change in pricing granted by the District shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the District shall change or modify the Contract. The District may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and School Board laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.5, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the District immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

THE DISTRICT	COMMUNITY CARE
Kelley Clevenger	Eric Christianson
Executive Director, Special Services	Executive Director
kclevenger@everettsd.org	eric@seattlecomcare.com
425.385.5250	206.937.4217

2.9 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of the Code of Federal Regulations and the Contractor is required to verify that none of the Contractor, its principals, or affiliates, are excluded or disqualified from receiving contract award by the Federal Government. The Contractor is required to comply with CFR and must include the requirement to comply with the CFR in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of the CFR while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.10 Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

2.11 Professional Conduct

- A. District Contractors shall conduct themselves in a manner consistent with the law, this Code of Conduct, and the District's civility, professional conduct and other applicable policies and procedures.
- B. They shall not commit any act which may bring reproach or discredit upon the District.
- C. Speech or behavior that violates law, is harassing, intimidating or bullying and/or likely to create an appearance of impropriety will not be tolerated.
- D. Contractors shall not involve themselves in altercations or any other act of hostility with the District employees, other contractors, or the public. Neither shall they engage in acts which will subject the District to criticism or adversely affect the interests of the District.
- E. It is up to each Contractor to maintain a professional, safe, and productive environment.

Any violation of this professional Code of Conduct may result in the immediate termination of this Contract at the sole discretion of the District. In the event of such termination, Contractor shall be entitled to compensation for any uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provisions of the agreement.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the District, including its employees, directors, agents, volunteers, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of this Contract, except for any actions arising from the sole negligence or willful misconduct of the District, its employees, directors, agents, volunteers, and affiliates. The District shall have the right to demand that the Contractor defend any and all claims, lawsuits, or proceedings related to services provided under the Contract, without cost to the District, with legal representation acceptable to the District.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the District evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the District shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the District, deliver to the District all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the District shall enable the District to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.4 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the District with certificates of insurance and endorsements required by this Contract. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the District shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ 1,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$3,000,000.00 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$100,000.00

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The District, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the District, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The District requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the District. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the District and shall be the sole responsibility of the Contractor.
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the District.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+: VII. Any exception must be approved by the District.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the District, promptly obtain a new policy, and shall submit the same to the District, with the appropriate certificates and endorsements, for approval.

C. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state, District and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the District. The District shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the District or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or

amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the District or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the District by offering any valuable consideration, thing or promise, in any form to any District official or employee shall have his or her current contracts with the District canceled and shall not be able to bid on any other District contracts for a period of two (2) years.
- C. Disclosure of Current and Former District Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. District employees or former District employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the District or within one (1) year after leaving District employment if he/she participated in determining the Work to be done or processes to be followed while a District employee.
 2. Contractor shall identify at the time of offer current or former District employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former District employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the District's Project Manager of current or former District employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the District, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The District shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the District all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-

133 , which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$750,000.00. The Contractor shall provide one copy of the audit report to each District division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the District under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the District will determine whether the material should be made available under the Act. If the District determines that the material is subject to disclosure, the District will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the District will release the portions of record(s) deemed by the District to be subject to disclosure. The District shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the District. The District in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the District.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the District, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the District. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the District prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the District either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the District data in any form without the prior express written approval of the District.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the District or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the District’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the District of such requirement prior to disclosure.

SECTION 7 CLAIMS AND APPEALS; DISPUTE RESOLUTION

7.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The District reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Executive Director of Finance and Business Services. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Executive Director of Finance and Business Services shall review the appeal and make a determination in writing, which shall be final. Appeal to the Executive Director of Finance and Business Services on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the District.

7.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 7.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

7.3 Applicable Law and Forum

This Contract shall be governed by all Washington State and Federal laws including RCWs 28A.400.303, 28A.400.330, 9A.32, 9A.36, 9A.42, 9A.44, 9A.64.030, 9A.88 or any other current laws relative to record checks, crimes against children, or conditions required for working with children.

Pursuant to RCW 28A.400.303, any contractor who will have unsupervised access to children under this agreement shall be required to have successful completion of a background check through the Washington State Patrol Criminal Identification System, under RCW 4.43.830-834, RCW 10.97.30 & .50, and through the Federal Bureau of Investigation prior to contracting with the District and prior to unsupervised access to children. Upon approval by the Purchasing Department, when necessary, contracts may commence on a conditional basis pending completion of the background checks.

Contractor shall not utilize any employee (or subcontractor or their employees) at the District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate this agreement.

The Contractor, at its own cost, will perform criminal background checks of all individuals providing services under a contractual agreement, and as required by applicable and current Washington State and federal law. Background checks are to be processed through Washington State Patrol criminal investigation system and through the Federal Bureau of Investigation under RCW 28A.400.303.

Tobacco, per RCW 28A210.310, alcohol, drugs, and weapons are prohibited on school grounds.

Any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Snohomish County, Washington.

SECTION 8 TERMINATION

8.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the District without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 8.1.A, the District will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the District may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.8. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the District with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.

2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the District, the District may terminate the Contract by serving a "notice of termination" in accordance with Section 2.8 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the District caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the District to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the District hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the District may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 8.1.C: 1) the District shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the School Board of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 9 MISCELLANEOUS

9.1 Other Public Agency Orders

Other federal, state, city, school districts and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The District does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

9.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

9.3 Representation

The Contractor shall not represent itself as an employee, representative, or spokesperson for the District.

9.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the District shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

9.5 Confidentiality

In providing services under this Contract, Contractor may have access to personally identifiable education records and confidential information regarding District students or staff (collectively referred to as "Confidential Information"). Contractor agrees that they will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to Contractor's services under this Contract is strictly prohibited except where required or authorized by law.

9.6 Discrimination

The Contractor assures the District that the Contractor complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, gender, age, marital status, veteran's status, or presence of any physical, sensory or mental handicap, or any other protected group under the law with regard to but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services.

9.7 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the District and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

9.8 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

9.9 Non-Waiver of Breach

No action or failure to act by the District shall constitute a waiver of any right or duty afforded to the District under the Contract; nor shall any such action or failure to act by the District constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the District in writing.

9.10 Family Educational Rights & Privacy Act

This contract is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education and District and Agency agree to abide by the stipulations and requirements of the FERPA rulings, as it exists at the time

this Contract is signed and/or as it is amended and such amendment comes into effect during the duration of this Contract.

END OF TERMS AND CONDITIONS

Exhibit A

01:22/23 – Community Care

SCOPE OF WORK

The Contractor will provide support services for District Special Education students for them to participate in remote learning. For each student that attends there will be an initial meeting between the District and the Contractor to identify the specific services required for the student.

The Contractor's facility will provide services including, but not limited to the following:

- Accept the student at their facility each school day. School days are identified on the attached calendar. School hours are 7:30am until 3:00pm.
- Assisting in remote learning access
- Managing behavior within the remote learning environment
- Assisting in implementing student's behavior implementation plan from the District
- Collaborating with student's case manager at the District
- Assist the student with remote learning each school day from the time the student arrives at the Contractor's facility until the District's transportation picks the student up at the end of the school day.

The District will:

- Provide transportation for the student to and from the Contractor's facility
- Ensure that the District representative attends all meetings, and that the case manager attends appropriate meetings
- Communicate the regular schedule of the student's arrival and departure to the Facility
- Communicate anomalies in the regular schedule as soon as it is known to the District
- Provide relief staff and/ or authorize staff of Consultant, while working on the District's property, to take all state required breaks and meals, as required by law.
- Not add Community Care staff to internal district distribution lists.
- Invite Community Care supervisors to team meetings and client IEP meetings.

Both parties:

- Agree that during the course of the agreement and for 1 (one) year after the ending date of the agreement, neither party shall (a) directly or indirectly solicit or attempt to solicit, encourage, induce, or entice the other party's employees to terminate or modify their employment, engagement, retention, or business relationship or (b) be involved, directly or indirectly, in hiring or retaining any employee of the other party to be employed by, perform services for, participate or otherwise be connected with the other party.



Exhibit B

01:22/23 – Community Care

PRICING ATTACHMENT

The District will pay the Contractor:

- A daily rate of \$375.00 per Behavior Specialist.
- A Supervisor rate of \$100.00 per hour
- For travel time.

A day consists of 8 hours. Any hours worked beyond an 8-hour day shall be compensated at \$50.00 per hour (pro-rated in 15-minute increments).

Invoices will be submitted by the Contractor to the District on a semi-monthly basis. Invoices will include school and student name, specific provider name and hours worked.

Invoices will be submitted to:

Everett Public Schools
Attn: Donna Moran, Special Services
3900 Broadway
Everett, WA 98201



Exhibit C

01:22/23 – Community Care

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				04/19/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER TOP Insurance Associates, LLC 168 Pine Ave Snohomish WA 98290			CONTACT NAME: Katie Thompson PHONE (A/C No. Ext): (425) 338-2947 FAX (A/C No.): (425) 338-0275 E-MAIL ADDRESS: katie@insurewithtop.com			
INSURED Community Care LLC 5424 Delridge Way SW Seattle WA 98106			INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK2404074	04/18/2022	04/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> OTHER:		PHPK2404074	04/18/2022	04/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PHPK2404074	04/18/2022	04/18/0023	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK2404074	04/18/2022	04/18/2023	Per Claim 1,000,000 Per Aggregate 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER Everett Public Schools 3900 Broadway Everett, WA 98201			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Katie Thompson</i> <KT>			

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.