

AGREEMENT TO PROVIDE A VIRTUAL MOVE 60! PROGRAM

WHEREAS, Snohomish County Public Hospital District No. 2 (“PHD2”) has selected Edmonds School District #15 (“ESD”) to receive \$700,008.00 for the 2020-2021 academic year starting September 1, 2020 through August 31, 2021. The purpose is to provide a physical fitness and health program, delivered through a virtual model, aimed at providing positive health behaviors including increasing physical activity and reducing childhood obesity.

WHEREAS, ESD is willing to hire staff and develop curriculum for virtual delivery of the Move 60! Program and will provide activities to at least 4,000 students per academic year. The delivery of the program will be flexible to allow ESD to adapt the program to adhere to COVID-19 safety guidelines provided by the State of Washington. The extra-curricular program will include 60 minutes of physical activity at least 3 times per week in 14-week sessions that will be offered 2 times per year.

1. PARTIES

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 Edmonds School District #15 (“ESD”), a school district formed under Chapter 28.A RCW.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable ESD to provide the Move 60! program for the benefit of PHD2 residents.

2.2 The “Move 60!” program is a physical fitness and health program designed to expose students to activities that promote positive health behaviors including increasing physical activity and reducing childhood obesity. On March 23, 2020, Gov. Jay Inslee issued a “Stay Home – Stay Healthy” Order in an effort to minimize COVID-19 exposure. On May 31, the Stay Home - Stay Healthy order transitioned to a county-by-county phased re-opening plan entitled Safe Start - Stay Healthy. With rising rates of COVID-19 infections, on July 28, 2020 Gov. Inslee put an indefinite pause on counties moving ahead in the Safe Start Washington plan. The Program was established to respond to the physical fitness and health needs of ESD students and as a result of the proclamation/s, the Program will be delivered virtually to ensure safety for students and staff.

3. AUTHORITY

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be

used by individuals, districts, hospitals, or others, including providing health care maintenance services.”

3.2 ESD is established with the mission to advocate for all students by providing a learning environment which empowers students, staff and the community to maximize their personal, creative and academic potential in order to become lifelong learners and responsible world citizens. The district serves students from Brier, Edmonds, Lynnwood, Mountlake Terrace, Woodway, and portions of unincorporated Snohomish County.

4. TERM AND TERMINATION

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 Move 60! services to be provided under the Agreement will end one year after the start of the Move 60! program at ESD.

4.3 The period for providing the Move 60! program at the ESD is scheduled to begin on September 1, 2020 and continue through August 31, 2021.

4.4 The Agreement will end when the final reporting by ESD is accepted and approved by PHD2.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Move 60! program provided by ESD based on the following one-year budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	Sept. 1, 2020 – Aug. 31, 2021
Staffing costs, including benefits	\$473,000
Program costs: assessment, equipment, printing, training, community events, mileage/travel, and disposable materials and supplies required for virtual participation offsite	\$227,008
Total	\$700,008

5.2 Program support costs will be paid on a monthly basis to ESD beginning with monthly payments of fifty-eight thousand three hundred thirty-four dollars and no cents (\$58,334.00) due on September 15, 2020 and continuing through August 15, 2021.

5.3 Continuing monthly payments by PHD2 are contingent, however, on the ability of ESD to continue to meet its obligations under this Agreement. PHD2 reserves the right

to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of PHD2.

6. OBLIGATIONS OF EDMONDS SCHOOL DISTRICT #15

6.1 ESD will provide a one-year virtual Move 60! program at ESD scheduled to begin on September 1, 2020 and to continue through August 31, 2021.

6.2 ESD will implement the comprehensive Move 60! Program with the following components:

6.2.1 Choose to Move 60!: ESD will host on its website a menu of activities for exercise to do at home for the students and families and will serve at least 4,000 K-8 students per year. In addition to the menu of activities, the Program will feature 3 virtual exercise opportunities per week using a “live” video-conferencing platform. The program will include 60 minutes of physical activity 3 days per week in 14-week sessions that will be offered 2 times per year. ESD will offer each student an “at-home kit” of equipment (i.e. jump rope, paddle, ball, bean bag, etc.) so all students enrolled in the program have the tools to fully participate from home.

6.2.2 ESD will provide accelerometers/wearable devices to a pilot group of 600 students to measure the daily Moderate to Vigorous Physical Activity (MVPA) tracked using ESD’s physical education software.

6.2.3 Summer Program: ESD will provide a summer Move 60! Program to at least 200 children per year.

6.2.4 Social-Emotional Skill Development: ESD will virtually provide social-emotional instruction to at least 1,400 students on self-awareness, social awareness, self-management, interpersonal skills, and responsible decision making. ESD will assess students’ social-emotional competency using ESD’s physical education software.

6.3 ESD will virtually host and support the “Creating Community Connections” collaboration on childhood obesity.

6.4 ESD will track and report progress of the students outlined in section 6.2.2 using the average daily minutes of MVPA from ESD’s physical education software, the aggregated composite score of social emotional competency outlined in section 6.2.4, and the total number of participants in virtual events and programs as part of the Move 60! Program.

6.5 ESD will conduct a parent survey to determine the impact of the program on students beyond the immediate program year. ESD will survey no less than 50 parents whose students have participated over the course of multiple years in the Move 60! Program to collect qualitative feedback on the year-over-year impact on student health, recognizing that the

program model was different during the 2020-21 school year. ESD will submit a report, in addition to the annual report identified in section 6.6, of this information collected to PHD2 by November 15, 2021.

6.6 ESD will submit progress reports of activities carried on under the program including summaries of outcomes and results and financial reports detailing use of the funds, according to the following schedule:

Date due to PHD2	Type of report
January 15, 2021	3-month progress report
April 15, 2021	6-month progress report
November 15, 2021	Annual report and financial statements

ESD will make itself available for virtual quarterly conversations on progress toward achieving the outcomes listed in this Agreement at the request of PHD2.

6.7 ESD will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours. ESD will also provide its audited financial statements and management letter in a timely manner on an annual basis.

6.8 ESD will use the funds provided by PHD2 only for the Move 60! Program and will return any portion of the payments that are not used for the Move 60! Program on or before delivery of the annual report and financial statement due November 15, 2021.

6.9 ESD recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. ESD will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.10 ESD will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act (“HIPAA”).

6.11 During the term of this Agreement, ESD will give every consideration to suggestions by PHD2 for modifications to the Move 60! Program to obtain more favorable health outcomes of the participants.

6.12 ESD will communicate to the public and other appropriate audiences regarding the work conducted under the Move 60! Program and will acknowledge the contribution of PHD2 funds in support of the program in those communications.

6.13 If ESD determines a breach of this Agreement has occurred, that is, ESD has failed to comply with any terms or conditions of this Agreement or has failed to provide in any manner the work or services agreed to herein, ESD will notify PHD2 in writing of the nature of the breach within fourteen (14) calendar days if the deliverables are not on track to be met as

anticipated. ESD will develop a corrective action plan within fourteen (14) calendar days of delivering notice of the nature of the breach and will specify the proposed completion date for bringing the Agreement into compliance. Determination of sufficiency of the corrective action plan shall be at the sole discretion of PHD2. In the event a corrective action plan isn't submitted, or the plan is determined by PHD2 to be insufficient, PHD2 may commence termination pursuant to Section 5.3 of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and ESD in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. ESD will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Move 60! program provided under this Agreement. ESD will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of the Agreement.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:
Lisa Edwards, Superintendent
Public Hospital District No. 2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036

To Edmonds School District #15:
Jenni McCloughan
Move 60 Coordinator
20420 68th Ave W
Lynnwood, WA 98036-400

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

By: _____
Lisa Edwards, EdD, Superintendent

Date: _____

EDMONDS SCHOOL DISTRICT #15

By: _____
Gustavo Balderas, EdD, Superintendent

Date: _____