

AGREEMENT TO PROVIDE AN MOVE 60! PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and the Edmonds School District #15 to provide the Move 60! program.

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, a school district formed under Chapter 28.A RCW.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable the Edmonds School District #15 to provide the Move 60! program for the benefit of PHD2 residents.

2.2 The “Move 60!” program is a before and after school program which exposes students to games and activities that promote lifetime physical fitness such as running, walking, hiking, tennis, dance, jump rope, and biking. The program also includes family engagement and support activities.

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 The Edmonds School District #15 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 three years after the start of the Move 60! program at the Edmonds School District #15.

4.3 The three-year period for providing the Move 60! program at the Edmonds School District #15 is scheduled to begin on September 15, 2011 and continue through September 15, 2014.

4.4 The Agreement will end when the final reporting by the Edmonds School District #15 is accepted and approved by PHD2.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Move 60! program provided by the Edmonds School District #15 based on the following three-year budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	Year 1	Year 2	Year 3
Staffing costs, including training	\$205,500	\$205,500	\$205,500
Other program costs, including transportation, assessment, equipment, and supplies	\$100,200	\$100,200	\$100,200
Total	\$305,700	\$305,700	\$305,700

5.2 Program support costs will be paid on a monthly basis to the Edmonds School District #15 beginning with monthly payments of twenty-five thousand four hundred seventy-five dollars (\$25,475) due on September 15, 2011 and continuing through August 15, 2014.

5.3 Continuing monthly payments by PHD2 are contingent, however, on the ability of the Edmonds School District #15 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.

5.4 Templates for required reporting by Edmonds School District #15 will be provided to Edmonds School District #15 by PHD2 at least ninety (90) days before they are due. These templates may be modified only upon consultation with and written approval of PHD2.

6. OBLIGATIONS OF EDMONDS SCHOOL DISTRICT #15

6.1 Edmonds School District #15 will provide a three-year Move 60! program at the Edmonds School District #15 scheduled to begin on September 15, 2011 and to continue through September 15, 2014.

6.2 Edmonds School District #15 will hire staff, develop curriculum, and begin the 9 week Move 60! fitness program in at least 8 schools before the end of October 2011.

6.3 Edmonds School District #15 will use its best efforts to provide the Move 60! Program to at least 600 students per year.

6.4 Edmonds School District #15 will support the outcome measurement of the “Creating Community Connections” collaborative work on childhood obesity by supporting community members in the use of Fitnessgram evaluations.

6.5 Using templates provided by PHD2, Edmonds School District #15 will track and report progress of the Students in achieving the "Healthy Fitness Zone" standard and students will be measured by daily Activitygram entries and student activity journals.

6.6 Edmonds School District #15 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
April 15, 2012	6-month progress report
November 15, 2012	First Annual report and financial statements
November 15, 2013	Second Annual report and financial statements
November 15, 2014	Third Annual report and financial statements

6.7 Edmonds School District #15 will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours. Edmonds School District #15 will also provide its audited financial statements and management letter in a timely manner on an annual basis.

6.8 Edmonds School District #15 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 third annual report and financial statement due November 15, 2014.

6.9 Edmonds School District #15 recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. Edmonds School District #15 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 Edmonds School District #15 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, Edmonds School District #15 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 Edmonds School District #15 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.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and Edmonds School District #15 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. Edmonds School District #15 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. Edmonds School District #15 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:

Carl Zapora, Superintendent
Public Hospital District No. 2, Snohomish County
PO Box 2606

Lynnwood, WA 98036

To Edmonds School District #15:

Anthony A. Byrd, Ed.D.
Assistant Superintendent
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: _____
Carl Zapora, Superintendent

Date: _____

EDMONDS SCHOOL DISTRICT #15

By: _____

Date: _____

Printed Name: _____