



PUBLIC HOSPITAL DISTRICT NO. 2, SNOHOMISH COUNTY, WASHINGTON  
d/b/a VERDANT HEALTH COMMISSION

### GRANT AGREEMENT NO. 3

This Agreement (the “Agreement”) is entered into on this day, Monday, July 18, 2022, by and between Public Hospital District No. 2, Snohomish County, Washington, d/b/a Verdant Health Commission (“Verdant”) and Edmonds School District (the “Contractor”). In consideration of the covenants and agreements included herein, Verdant and Contractor agree as follows:

#### Agreement Summary:

Name of Contractor: Edmonds School District  
Address: 20420 68th Ave West, Lynnwood, WA 98036  
Agreement Start Date: September 01, 2022  
Agreement End Date: September 30, 2023  
Project Grant Amount: \$420,414.00

#### 1. Authority

- 1.1. Verdant 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.” RCW 70.44.007 defines “other health care services” to include “services that promote health, wellness, and prevention of illness and injury.”
- 1.2. Contractor program Move 60! works to improve the overall physical health of students via multiple program opportunities throughout the Edmonds School District.

#### 2. Term

This Agreement shall commence and end on the dates outlined above, unless terminated earlier, pursuant to the terms and conditions of the Agreement. Such period shall be referred to as the “Term.”

3. **Scope of Work**

3a. The contractor shall provide services as defined in their project application and accepted by Verdant (hereinafter, the "Project") and achieve the outcomes as outlined below.

3b. Project Summary: *Increased physical activity for students will help combat the obesity epidemic and promote the love of exercise. The goal of this expanded proposal is to provide a comprehensive school-based physical activity program, anchored by a quality Move 60! program, with an emphasis on providing more opportunities for ALL students to be active for at least 60 minutes a day at school.*

3c. Annual Project Outcomes:

Goal	Outcomes
Number of unduplicated students served in the Move 60 Before and After School program	1000
70% of participants have improved their health per Cardiorespiratory Endurance measures conducted in schools	700
50% of participants have increased habitual physical activity per accelerometers and/or 3 Day Activity Logs	500
55% of participants improve social emotional health per competency assessment	550

3d. Project Budget

At the April 27, 2022 Verdant Health Commission Board Meeting \$388,075 of funding was approved for project period 9/1/2022-8/31/2023. At the May 25, 2022 Verdant Health Commission Board meeting, the Board approved extending all contracts to expire on the same dates per a quarterly schedule. As part of this approval, they approved an additional one month of funding, \$32,339, for Move60! to extend the end date to 9/30/2023 and bring the contract total to 420,414. The following budget reflects 13 months of programming and funding.

Description	Amount (\$)
Personnel	\$ 398747.0
Direct Project Expenses	\$ 21667.0
Administrative Expenses	\$ 0.0
Subcontracting Expenses	\$
Other	\$
<b>Total</b>	<b>\$ 420,414</b>

4. **Renewals**

As the third contract for the maximum three-year program funding available per Verdant's funding criteria, Contractor will be required to submit a new application for funding at the culmination of this contract term.

5. **Termination**

- 5.1. Subject to Section 15 (Corrective Action), Verdant may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice to Contractor in the event that: (1) the Contractor materially breaches any duty, obligation or service required pursuant to this Contract, or (2) the duties, obligations or services required herein become impossible, illegal or not feasible.
- 5.2. If the termination results from any act or omission of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to Verdant any funds, misappropriated and/or unexpended, which have been paid to the Contractor by Verdant. Contractor shall return such funds within ten (10) business days of receipt of notice of termination and request for return of funds. Funds shall be returned to Verdant by wire, certified check, or business check.

6. **Compensation, Method of Payment, and Budget vs. Actual Expense**

6.1 Verdant shall provide funding to the Contractor-in the amount specified above for the Program per the schedule below. Funding is contingent on project deliverables having been met to date.

Due Date	Amount
September 15, 2022	\$32,336.00
October 17, 2022	\$32,336.00
November 15, 2022	\$32,336.00
December 15, 2022	\$32,336.00
January 16, 2023	\$32,336.00
February 16, 2023	\$32,336.00
March 16, 2023	\$32,336.00
April 17, 2023	\$32,336.00
May 16, 2023	\$32,336.00
June 16, 2023	\$32,336.00
July 17, 2023	\$32,336.00
August 16, 2023	\$32,336.00
September 18, 2023	\$32,382.00

6.2 The Contractor shall apply the funds received from Verdant under this Contract in accordance with the budget in Section 3. Funds must be expended by the end of the contract term and, unless otherwise approved in writing by Verdant, any unexpended funds must be returned to Verdant within 30 days of the contract end date.

6.3 The Contractor must receive prior approval from Verdant for an amendment to the approved project budget when the cumulative amount of transfers across all budget line items is expected to exceed 10% of the total contract amount by submitting a grant modification request. Supporting documents necessary to explain fully the nature and purpose of the

amendment must accompany each request for an amendment.

6.4 Verdant shall have the sole and exclusive discretion to approve any requested changes and any such approved changes must be set forth in an amendment to this Contract. Verdant will accept changes to the budget and/or project summary modification requests up to 30 days before the contract end date. Smaller budget variations not exceeding the cumulative 10% rule must still be explained in bi-annual budget reports.

## 7. Internal Control and Accounting System

7.1 The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Government Accounting Standards Board (GASB), or both as applicable to the Contractor's form of incorporation.

7.2 Contractor will provide reasonable stewardship of grant funds, ensuring that they are used for the purposes, and in the ways set forth, in this Agreement.

7.3 Verdant seeks to work with organizations and individuals who perform at the highest levels and who share our commitment to ethical conduct and practices. Contractor represents and agrees that:

- A) Contractor aspires to provide a tolerant and civil workplace that fully encourages equal employment opportunities for underrepresented groups allowable under applicable law and is free of discrimination, harassment, and misconduct.
- B) Contractor has in place, and enforces in accordance with their terms, policies, procedures, and practices that help ensure a tolerant and civil workplace, including, but not limited to, staff training regarding workplace misconduct, mechanisms for complaints to be made to an impartial person, fair processes for investigation and adjudication, and prohibitions of retaliation against persons making good faith complaints. If Verdant asks, you will provide copies of such policies and procedures as then in effect.

## 8. Debarment and Suspension Certification

Contractor, by signature of this Contract, certifies that the Contractor are not presently debarred, suspended or proposed for debarment by any governmental entity. The Contractor agrees to notify Verdant in the event it, or a subcontractor, is debarred, suspended or proposed for debarment by any governmental entity.

## 9. Maintenance of Records

The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by Verdant for six (6) years to ensure proper accounting for all contract funds and compliance with this Contract. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records. Contractor acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

10. **Reporting and Evaluation**

Using templates provided by Verdant, Contractor shall submit reports of activities carried on under the program including summaries of outcomes and financial reports detailing use of the funds according to the schedule below:

<b>Date Due to Verdant</b>	<b>Report Type</b>
01/16/2023	Quarterly Outcome Report
04/17/2023	Semi-Annual Outcome and Budget Report
10/16/2023	Annual Outcome, Budget, and Demographics Reports

The contractor may submit a grant modification request to amend the project and deliverables of the grant agreement at any time. Contractor shall comply with requests for any additional information or reports relevant to the Contract or provision of funded services that may be requested at any time by Verdant during the Term.

11. **Site Visits and Monitoring**

11.1. The Contractor shall host, at a mutually agreeable date, a virtual or in-person site visit/monitoring review during the Term. The site visit may include any combination of a review of fiscal, administrative, and programmatic components. Key personnel involved in implementation of the Project should be available. If requested by Verdant, Contractor shall prepare a corrective action plan, implement corrective measures, and establish agreed timelines for addressing Verdant concerns.

11.2. Verdant reserves the right to audit all supporting financial documentation of grant fund expenditures. If any expenses are found to be unallowable or without justification or documentation, as determined at Verdant’s sole discretion and with reference to the attached budget, Verdant reserves the right to terminate the Contract pursuant to Section 5 of this Contract and/or to require that the Contractor return to Verdant the funds issued.

12. **Participation in Verdant Grantee Meetings and Technical Assistance Workshops**

Verdant is dedicated to the success of each grantee. Verdant intends to convene at least one grantee meeting and one technical assistance workshops during the Term. The Contractor agree to send at least one representative to each meeting. Verdant will provide meeting notice at least one month in advance.

13. **Publicity and Materials**

Contractor shall acknowledge in all promotional, informational, and educational materials developed under this grant that funding was received from Verdant. Additionally, Contractor will acknowledge in any publicity given to this grant that funding was received from Verdant. Contractor shall enclose copies of any publicity or reports with its Quarterly reports to Verdant.

14. **Compliance with the Health Insurance Portability and Accountability Act (HIPAA)**

Neither party to this Contract shall use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions.

15. **Audits**

If the Contractor has an external audit, financial review, and/or Single Audit during the agreement term, Contractor must submit the audit, including any management letters, to Verdant within two weeks of issue.

16. **Corrective Action**

If Verdant determines a breach of this Contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if Verdant, in its sole discretion, deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. Verdant will notify the Contractor in writing of the nature of the breach. The Contractor shall reply within three (3) working days of its receipt of such notification and shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which shall be no more than ten (10) days from the date of the Contractor's response, unless Verdant, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. Verdant will notify the Contractor in writing of Verdant's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's action plan shall be at the sole discretion of Verdant; and
- C. In the event the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by Verdant to be insufficient, Verdant may commence termination pursuant to Section 5 of this Contract.

17. **Dispute Resolution**

The parties shall use good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Without limiting Verdant's rights hereunder, both parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute.

18. **Independent Contractor; Indemnification; Insurance**

- 18.1. Contractor is an independent Contractor, and neither it nor its officers, agents, or employees shall be considered for any reason to be employees of Verdant for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. Verdant assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, their employees, and/or others by reason of this Contract.
- 18.2. Contractor shall, at its cost and expense, protect, defend, indemnify, and hold harmless Verdant Health Commission, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of each Contractor, its directors, officers, employees, or

agents, relating in any way to the Contractor's performance under the Contract. These indemnification obligations shall survive the termination of the Contract.

18.3. The Contractor further agrees that they are financially responsible for and will repay Verdant all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by each Contractor, its officers, employees, agents, and/or representatives. This duty to repay Verdant shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term or Termination section.

18.4. By the first date of the Term, Contractor shall procure at its own expense and agree to maintain, for the duration of the Term, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work by Contractor, its agents, representatives, employees and/or subcontractor. Copies of certificates of insurance shall be provided to Verdant prior to contract execution. Minimum insurance includes general liability, professional liability, errors and omissions, automobile liability and workers' compensation in amounts reasonably acceptable to Verdant as determined based on the Contract. Failure by the Contractor, its agents, employees, officers, subcontractor, providers, and/or provider subcontractor to comply with the insurance requirement shall constitute a material breach of this Contract.

18.5. A copy of the Contractor's Certificate of Insurance shall be submitted to Verdant at the beginning of the Term.

#### 19. **Credentialing of Independent Health Care Practitioners and Allied Health Professionals**

19.1. Verdant recognizes that the provision of health care and health-related services encompasses a wide variety of providers, including licensed medical providers, community health workers, interpreters, outreach workers, etc. These individuals may be paid or contract staff and/or volunteers.

19.2. Contractor shall ensure appropriate licensure and/or credentialing exists for all health providers defined by the State of Washington as independent health care practitioners (IHCPs) and Allied Health Professionals (AHPs). IHCPs are those health care providers who, within the scope of their training, licensure, and experience, independently diagnose, initiate, alter or terminate health care treatment. IHCP providers include, but are not limited to, physicians, pathologists, dentists, nurse midwives, nurse practitioners, chiropractors and naturopaths.

AHPs are health services personnel who are required to maintain a WA State license to satisfy their job requirements (e.g., pharmacists, paramedics, counselors, LPNs, social workers, and acupuncturists). Contractor must conduct appropriate background checks for any non-credentialed personnel providing services under this Contract.

#### 20. **Subcontracting**

20.1. The Contractor shall not assign or subcontract any portion of this Contract without the written consent of Verdant. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

20.2. Any subcontracted entity performing work under this Contract is subject to all the provisions and requirements of the Contract. Subcontracted entities are accountable to Contractor regarding fiscal record keeping and Project activities. Contractor must enter into a formal subcontract agreement with any subcontractor and such agreement must specify what services are to be provided, to whom and over what time, the line item breakdown of each cost associated with the subcontract, reimbursement provisions, and language which addresses compliance with all applicable regulations related to this funding source. A copy of each sub-contract agreement must be submitted to Verdant within thirty (30) days of the proposed subcontracted activities. A subcontract is not required for procurement of goods and one-time or infrequent services. Contractor should contact Verdant with any questions related to this term.

20.3. The following language must be included in all subcontracts: Subcontractor acknowledges that the contract for subcontractor's services relates to a contract between the Contractor and Verdant Health Commission. Subcontractor shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless Verdant Health Commission, its commissioners, officers, employees, and agents, from any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the subcontractor, its directors, officers, employees, or agents, relating in any way to the subcontractor's performance as it relates to the contracted matter. These indemnification obligations shall survive the termination of the contract. Subcontractor expressly agree and understand that the Verdant Health Commission is a third-party beneficiary to the contract between Contractor and subcontractor and shall have the right to bring an action against the Subcontractor to enforce the provisions of this paragraph.

## 21. Nondiscrimination and Equal Employment Opportunity

21.1. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this section.

21.2. During performance of this Contract, the Contractor agree that it will not discriminate against any employee, applicant for employment, or client seeking services, because of the employee, applicant, or client's sex, race, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, veteran status, or age except by minimum age and retirement provisions, unless based upon a bonafide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants, employees, and clients are treated equally, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, veteran status, or age. Contractor will have and enforce in accordance with their terms, policies, procedures, and practices that help ensure a tolerant and civil workplace, including but not limited to: staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions of retaliation against persons making good faith complaints. If Verdant asks, contractor will provide Verdant with copies of such policies and procedures then in effect.

## 22. Conflict of Interest



The Contractor agrees to abide by generally accepted conflict of interest standards in the areas of hiring, promotion, and subcontracting.

**23. Political Activity and Lobbying Prohibited**

No funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Costs associated with lobbying at the federal, state, or local levels are not allowed under this Contract. Definitions of unallowable lobbying activities/costs are detailed in applicable Uniform Guidance and Chapter 42.17A RCW and all applicable Public Disclosure Commission materials.

**24. Future Support**

Verdant makes no commitment to support the Project contracted for herein and assumes no obligation for future support of the Project except as expressly set forth in this Contract.

**25. Entire Contract/Waiver of Default**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by Verdant, which shall be attached to the original Contract.

**26. Grant Modification**

This Contract may not be amended or modified unless the parties agree in a separate writing, signed by both parties, and the amendment is incorporated by reference as an additional attachment to this Contract.

**27. Project Delivered in Accordance with Law and Rule and Regulation**

The Contractor agrees and will require any subcontractor to agree abide by the laws of the state of Washington, rules and regulations promulgated thereunder.

**28. Prohibited Uses & Repayment**

If any grant funds are used in ways this Agreement does not permit and that Verdant has not otherwise agreed to, contractor will notify Verdant immediately. Verdant may choose to terminate the grant pursuant to Section 5 if grant funds are used for purposes that are not considered charitable, contractor will immediately repay those funds plus, if applicable, any additional amounts necessary for Verdant to correct taxable expenditures.

**29. Notice**

Any and all notices or other communications required or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given (a) upon receipt when personally delivered, (b) sent by overnight courier or two days after deposit in the

United States mail if by first class, certified or registered mail, return receipt requested; or (c) by electronic mail transmission on or before 5:00 p.m. on a business day, provided that notice sent by one of the above methods is also given that same day. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Verdant:

Zoe Reese  
Director of Community Impact and Grantmaking  
zoe.reese@verdanthealth.org  
Verdant Health Commission 4710 196<sup>th</sup> St. SW  
Lynnwood, WA 98036

If to Contractor:

Edmonds School District  
Jenni McCloughan  
mcccloughanj@edmonds.wednet.edu  
20420 68th Ave West  
Lynnwood WA 98036

30. **Governing Law**

This Contract and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

31. **No Third-Party Beneficiaries**

This Contract is made only to and for the benefit of the parties hereto and shall not create any rights in any other person or entity.

32. **Counterparts**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same original agreement.

*<<Signatures on Next Page>>*

**Verdant Health Commission**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Edwards, EdD, Superintendent

**Edmonds School District**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Rebecca Miner, Interim Superintendent