

Human Resources
Maurene Stanton
Executive Director of Human Resources

Date: May 4, 2021

To: Board of Directors

From: Maurene Stanton

RE: Goods and Services Contract with Therapeutic Health Services

Attached you will find a Goods and Services Contract and an attached Memorandum of Understanding between the Stanwood-Camano School District and Therapeutic Health Services (THS) to provide Mental Health Services to students in our school district.

THS will employ two full-time mental health professionals who will be housed at district schools. These professionals will provide mental health assessments and individual therapy to students identified by school district employees (guidance counselors, administrators, student support advocates) as needing behavioral health services.

If you have questions about this contract please contact me.

I recommend your approval of this contract.

**AGREEMENT BETWEEN STANWOOD-CAMANO
SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT**

The “Effective Date” of this Agreement is:	April 28, 2021
<u>The “Parties” to this Agreement are</u>	
The “School District”:	Stanwood-Camano School District No. 401 26920 Pioneer Highway Stanwood, WA 98292
The “Consultant”: Name Billing address	
The “Consultant’s representative”:	
The “Project”:	Therapeutic Health Services
The “Scope of Services”:	See attached Scope of Services
<u>The Consultant’s “Fee” (either):</u>	
Hourly, up to a not-to-exceed amount of:	Not to exceed
<i>or</i>	
Stipulated Sum:	\$ 200,000
The “Date of Completion”:	December 31, 2021
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury and property damage
Automobile Liability:	At least \$1 million combined single limit and aggregate
Workers’ Compensation (industrial insurance):	At least the State statutory amount
Employer’s Liability:	At least \$1 million
Professional Liability:	At least \$2 million per claim and in the aggregate
Additional Insureds:	School District

The School District and Consultant agree as follows: (Include contract commencement and termination dates, also include extension options if any.)

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 CONSULTANT'S RESPONSIBILITIES AND SERVICES

1.1 The Services consist of those performed by the Consultant, Consultant's employees, and Consultants subconsultants, if any, as enumerated in this Agreement and Exhibit 'A.' To the extent the requirements of this Agreement conflict with the terms of any exhibit or attachment, the terms of this Agreement shall control.

1.2 The Consultant represents that it is qualified and capable in all respects to perform the Services and has an established record of providing the type of services covered by this Agreement. Each person who performs the Services on behalf of the Consultant shall be experienced and qualified to perform the Services he or she performs, and the School District shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the School District, the Consultant shall remove from the Services, without cost to the School District or delay to the Services, any person whose removal the School District reasonably requests.

1.3 The Services shall be performed in a good, professional, and workmanlike manner, in accordance with the applicable standard of care, and with skill and diligence. The Consultant shall complete its Services by the Date of Completion specified on the cover page.

1.4 The Consultant's Representative specified on the cover page shall be responsible for and in charge of the Services. The Consultant's Representative shall not be changed for the duration of the Services without prior written approval from the School District.

1.5 At the time of performance, the Consultant shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. The Consultant shall also acquire and pay for (as part of Consultant's Fee) any and all permits required by applicable law for the Consultant to properly perform the Services. The Consultant is responsible for ensuring that its Services are performed in accordance with all applicable School District policies and procedures.

1.6 The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the Consultant to correct defective or nonconforming Services shall not in any way limit any other obligations of the Consultant and is in addition to any and all other rights and remedies available to the School District under this Agreement or by law and shall in no event be construed or

interpreted as obligating the School District to make any correction of defective or nonconforming Services.

1.7 The Consultant accepts the relationship of trust and confidence between the Consultant and the School District established in this Agreement. The Consultant shall cooperate with the School District and its employees, and the School District's other consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.8 The Consultant shall be and operate as an independent contractor in the performance of the Services and shall have responsibility for all personnel performing the Services. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. In no event shall the Consultant be authorized on behalf of the School District to: (1) enter into any agreements; (2) waive any provisions of any agreements or receive or accept notice on behalf of the School District; (3) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the School District, or (4) act as or be an agent or employee of the School District.

1.9 The Consultant may designate and subcontract with subconsultants with the School District's prior written consent. The Consultant shall not subcontract with a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with its Services into its subcontracts, if any. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibilities under this Agreement.

ARTICLE 2 ADDITIONAL SERVICES

2.1 Additional Services, and any other services involving compensation beyond the Consultant's Fee, shall be provided if authorized in writing by the School District. The School District shall pay for Additional Services only to the extent not caused by the errors, omissions, malfeasance, or negligence of the Consultant.

2.2 The Consultant shall not move forward in rendering Additional Services without the written permission of the School District. The Consultant shall notify the School District prior to providing any Services requiring an adjustment in the Consultant's Fee. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Services. If requested by the School District in writing, the Consultant shall proceed with such Additional Services even if the

ARTICLE 5**DISPUTE RESOLUTION**

parties have not yet agreed to a change in compensation. If the School District deems that all or a part of such Additional Services are not required, the School District shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide, and the School District shall have no obligation to compensate the Consultant for those Services.

ARTICLE 3**SCHOOL DISTRICT'S RESPONSIBILITIES**

3.1 To the extent not already provided, the School District shall provide full information regarding requirements for and limitations on the Services, including the School District's objectives, schedule, constraints, and criteria, and will respond to any questions from the Consultant regarding such information.

3.2 The School District shall pay the Consultant the Consultant's Fee specified on the cover page, in accordance with Article 9, for the Consultant's proper performance of the Services.

ARTICLE 4**USE OF CONSULTANT'S INSTRUMENTS OF SERVICE**

4.1 Any documents, reports, information, data, drawings, specifications, maps, models, photographs, studies, and/or other work product, including those in electronic form, prepared (whether completed or partial) by the Consultant and its subconsultants, if any, as a part of the Services are the Instruments of Service. The Instruments of Service shall become the joint property of the School District and Consultant and, unless otherwise provided, the Consultant shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. To the extent necessary, the Consultant grants to the School District a non-exclusive license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Services. Reproducible copies of the Instruments of Service may be retained by the School District and the School District is entitled to make and retain copies and reproduce them for its own use.

4.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project are not to be construed as publication in derogation of the either parties' reserved rights.

4.3 Upon request by the School District, the Consultant shall provide electronic copies of its Instruments of Service, including AutoCAD, Word, Excel and similar files to the School District as part of Services.

5.1 Any claim, dispute, or other matter in question between the School District and the Consultant, including Consultant's subconsultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the School District and the Consultant.

5.2 The School District and Consultant shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the School District and Consultant shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within *thirty (30) days* of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

5.3 A principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, contractors, subcontractors, and suppliers, their representatives, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

5.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

5.5 The Consultant and the School District mutually waive punitive and consequential damages, including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third-party damages caused by the other party.

Management Support

Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Consultant.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the School District or the Consultant.

7.6 The Consultant's Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The Consultant shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and subconsultants, and shall be solely responsible for public health, safety, and welfare related to or arising from its acts or omissions at the site. The Consultant understands and agrees that it shall abide by all federal, State, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

7.7 The School District reserves the right to contract with other consultants, contractors, subcontractors, and suppliers for services.

7.8 The Consultant certifies that it, and its employees and subconsultants, as applicable, are not prohibited from working at a public school site or from having unsupervised contact with children during the course of their employment and have not pled guilty to nor been convicted of any of the crimes listed in RCW 28A.400.322. Pursuant to RCW 28A.400.303, the Consultant and its employees and subconsultants providing Services who will have unsupervised access to children are required to have successfully completed a background record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation in accordance with RCW 43.43.830 through .834, RCW 10.97.30 and RCW 10.97.50. The Consultant shall provide the School District with the background check results prior to such individuals performing Services on site. Failure to comply with this Section shall be grounds for the immediate termination of this Agreement for cause.

7.9 To the extent required by applicable law and as requested by the School District, the Consultant shall comply, and shall assist the School District in complying, with the Washington Public Records Act, Chapter 42.56 RCW. In addition, the Consultant agrees, on behalf of itself and its subconsultants of any tier, that the invocation of any rights under RCW 42.56 by the Consultant or a subconsultant of any tier at any time shall initiate an equivalent right to disclosures from the Consultant and Subcontractors of any tier for the benefit of the School District.

ARTICLE 6 TERMINATION AND SUSPENSION

6.1 Suspension: If any undisputed amount remains due and owing after a period of *sixty (60) days* from the date the Consultant submits an invoice, the Consultant may cease performing Services until all undisputed monies due are paid in full. The Consultant will not incur any liability for damages due to delay as a result of stopping performance of Services due to the School District's failure to pay undisputed amounts for Services rendered.

6.2 Termination by the School District: The School District may, at its sole discretion, terminate all or a portion of the Services not then properly performed under this Agreement at any time with or without cause upon written notice to Consultant. All Instruments of Service shall thereupon become the property of the School District, and the School District shall indemnify and hold harmless the Consultant, its agents and employees, from any claims arising from the School District's subsequent use of the Instruments of Service after termination.

6.3 Compensation: In the event of a termination without cause, the School District shall be liable to the Consultant only for Services properly completed prior to termination; this compensation shall not exceed the percentage of total Services properly completed at the time of termination multiplied by the Consultant's Fee.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

7.2 The School District and Consultant waive all rights against each other and against the contractors, subconsultants, agents, and employees of the other for damages, to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. The School District and Consultant each shall require similar waivers from their contractors, subconsultants, agents, and employees.

7.3 The School District and Consultant bind themselves, and their partners, successors, assigns, and legal representatives, to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School District nor the Consultant shall assign this Agreement without the written consent of the other.

7.4 This Agreement represents the entire and integrated agreement between the School District and

7.10 The Consultant shall comply with all applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; the Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

7.11 Certification Regarding Debarment: The Consultant certifies that neither the Consultant nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts, by any Federal governmental agency or department. For the purposes of this certification, "principals" refers to the officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. The Consultant shall provide immediate written notice to the School District if, at any time during the term of this Agreement, the Consultant learns that its certification was erroneous when made or has become erroneous by reason of a changed circumstance. The Consultant's certification is a material representation upon which the School District has relied in entering into this Agreement. Should the School District determine, at any time during the term of this Agreement, that this certification is false, or should it become false due to changed circumstances, the School District may immediately terminate this Agreement for cause.

ARTICLE 8 INSURANCE AND INDEMNIFICATION

8.1 INSURANCE: The Consultant shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis, to protect the School District, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing (such as by naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising from the Consultant's Services.

8.1.1 The Consultant shall maintain professional liability insurance (errors and omissions) from the Effective Date through *six (6) years* after the Date of Completion, with limits of at least those identified on the cover page, for claims that may result in any way from Consultant's negligent performance of its obligations under this Agreement.

8.1.2 All such insurance shall be placed with insurers and under such forms and limits of policies as may be reasonably acceptable to the School District. Within *ten (10) days* of execution of this Agreement and annually thereafter, the Consultant shall deliver to the School District certificates of insurance (including renewal or replacement

certificates), bearing all required endorsements, acceptable to the School District and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the Consultant providing the School District with at least *thirty (30) days'* prior notice of such cancellation or change. The School District, and any additional parties identified on the cover page, shall be named as additional insureds on all applicable policies. The foregoing requirements as to insurance and acceptability to the School District of insurers and insurance to be maintained by the Consultant shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Agreement.

8.2 INDEMNIFICATION: The Consultant hereby releases and agrees to defend, indemnify, and hold the School District, its successors and assigns, and the School District's Board, directors, officers, agents, and employees of each of the foregoing ("Indemnified Parties") harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys' fees, costs, and others litigation expenses ("damages"), to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (i) the performance of the Services by, (ii) the obligations of, or (iii) the acts or omissions of the Consultant or any of its subconsultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the Consultant's behalf in connection with this Agreement or its performance (the "Indemnifying Parties"); PROVIDED, however, that the Consultant is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED FURTHER that if such claims or damages are caused by or result from the concurrent negligence of the Indemnified Parties and the Indemnifying Parties then the Consultant's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties.

8.2.1 In claims against any person or entity indemnified under this Section 8.2 by an employee of the Consultant, any of its subconsultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they are liable, the obligations under this Section 8.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Consultant expressly waives immunity as to the School District under Title 51 RCW, "Industrial Insurance."

**ARTICLE 9
PAYMENTS TO CONSULTANT**

9.1 PROGRESS PAYMENTS ON ACCOUNT OF SERVICES: Progress payments are due and payable to the Consultant within *thirty (30) days* of receipt of the Consultant's invoice, provided that Consultant's invoice is received by the School District by the *tenth (10th)* of the month and provided that the Consultant is entitled to payment as provided in this Agreement. Amounts unpaid *sixty (60) days* after the invoice receipt date shall bear interest at the Bank of America Prime Rate plus 2%.

9.1.1 Consultant's invoices shall include the description and value of Services completed during the previous month, the percent of Services completed through the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be

accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 2, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

9.2 CLAIMS: If the Consultant believes that it is entitled to any additional compensation, such as payment for which the Consultant considers to be Additional Services, the Consultant shall timely notify the School District in writing of such claims for compensation as provided in Section 2.2. Failure of the Consultant to timely provide such written notification to the School District shall constitute a waiver of the Consultant's rights to seek additional compensation. In no event shall the Consultant have the right to seek such additional compensation from the School District after acceptance of final payment by Consultant for Services.

SCHOOL DISTRICT

CONSULTANT

By: _____
(Signature)

Jean Shumate
(Printed name)

Superintendent
(Title)

(Date)

(Purchase Order No.)

(Account)

By: _____
(Signature)

(Printed name)

(Title)

(Date)

(Social Security or Tax ID #)

Scope of Services

Please see attached Memorandum of Understanding

Memorandum of Understanding

This Memorandum of Understanding between the Stanwood-Camano School District (District) and Therapeutic Health Services (THS) under the terms set forth below.

A. Background

The District is a municipal corporation under the laws of the State of Washington and is an accredited provider of educational services to qualifying individuals. THS is a not-profit corporation licensed in the State of Washington and provides substance abuse, mental health and other services for individuals from 5 to 23 years old. Its services are for the purpose of primarily serving underprivileged children and adolescents who would otherwise be unable to obtain mental health services.

THS is willing to provide its services to students who attend school at the District subject to the terms of this MOU.

B. Program Description

THS will provide individual therapy (Cognitive Behavioral/Motivational Enhancement/Contingency Management) using a 10-week manualized Integrated Cognitive Therapy Program and other such substance abuse or mental health services as it deems appropriate (collectively, the Services). It will provide the services to District students who are identified as experiencing co-occurring mental health and substance use disorder.

C. Location

THS Services will be provided to eligible students in the following District schools at times mutually agreeable between THS and the District:

1. Port Susan Middle School
2. Stanwood Middle School
3. Cedarhome Elementary School
4. Elger Bay Elementary School
5. Stanwood Elementary School
6. Twin City Elementary School
7. Utsalady Elementary School
8. Lincoln Hill High School/Lincoln Academy/Saratoga
9. Stanwood High School

D. Duration

THS will perform the services called for herein from the date of execution of this MOU through December 31, 2021. The date may be extended by agreement of both parties.

E. Payment

The parties acknowledge that any payment for services provided by THS to the District will be paid by the Stanwood-Camano School District.

F. Responsibilities of the Parties

THS in consort with the SSA or other school staff will evaluate students using psychological and standardized assessments and tools to determine whether they are eligible for Services. THS will work with SCSD Student Support Advocates (SSA) to assist ineligible students by providing referrals, where available.

THS will obtain consent from a Student's parent prior to providing Services to students during school hours that would require that the student miss academic instruction or any portion of their educational program. The district will endeavor to obtain parent permission for all students. Students age 13 and older may access professional services without parent permission per RCW 26.28.010, however, parents may be notified that the student is accessing services (RCW 71.34.500). Such consent may be acquired by District personnel, provided that THS provides the District with the appropriate form to document said consent. The District may retain a copy of any consents it acquires on THS's behalf.

THS will ensure that its staff and clinicians have appropriate education and certifications for their scope of practice in the State of Washington. Any THS staff, clinicians, agents, or subcontractors may not work with children if they have plead guilty to or been convicted of any felony crime involving the physical neglect, injury, death, or sexual exploitation of a child, or sexual offenses where a minor is the victim, promoting prostitution of a minor, or sale or purchase of a minor. RCW 28A.400.330. THS will perform appropriate State and FBI background checks of any such individuals and furnish those reports to the District upon its request.

The District will inform THS of any changes in their programs if it will have any effect on the Services. THS will inform the District of any program changes, and will keep the District informed if a clinician will not be available to perform services as scheduled.

The District will make physical space available to THS and its clinicians at mutually agreeable times and locations.

To the extent there are any conflicts, the District will attempt to resolve them directly with the clinician(s) before contacting THS's executive or associate director. The parties will come to a

mutually agreeable solution.

G. Agency

THS is an independent contractor and is responsible for all personnel performing services. Nothing in this MOU will be construed to create any agency, partnership, or joint enterprise between the parties. THS does not have the authority to represent the District or incur any liability or obligation on its behalf. THS will control the method and means of performing its services (including the clinical supervision and evaluation of the MHP Clinician work) and will not be subject to the District's direct supervision, other than its input related to the logistics (e.g., time and location) the Services are provided. Likewise, the District does not have the authority to represent THS or to incur liability or obligation on its behalf.

H. Confidentiality

Any information used or collected by THS from the District, students, or parents will be solely for the purpose of this Agreement. THS recognizes that confidential information maintained or provided by the District, students or families is subject to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and other state and federal laws requiring that data and information be maintained in a secure and private matter. THS agrees and acknowledges that any information it acquires from the District falling within the protections of these laws is the District's property and THS will maintain all such information in a secure and private manner. The District does not grant THS a license or any other rights in this information. THS further agrees to return to the District or destroy any such information upon the District's or patient's request.

THS acknowledges and agrees that any information it acquires from parents or students is gathered as a result of its relationship as a provider with those parties and any such information is not the District's or part of any of the District's records. THS will obtain an appropriate release of information from the student or, where appropriate, the parents prior to sharing information with the District. If the student or parent does not sign such a release, THS cannot share its information or records regarding the student with the District except as otherwise allowed by law.

To the extent THS maintains information from students' educational records, the District authorizes THS to collect and maintain aggregate, de-identified data and provide it to the County as permitted in FERPA, 30 C.F.R. § 99.31. In addition, the District authorizes THS to include this aggregate, de-identified data in its reports for purposes of program development and scholarly activities. THS agrees that any use of this data will not identify the District without first obtaining its permission. THS agrees it will remove any personally identifiable information (PII) from any data or records prior to classifying them as de-identified. PII includes, but is not limited to:

- Student names;
- The names of student's parents or other family members;

- The address of the student or their family;
- Personal identifiers, such as social security numbers, student ID numbers, or biometric records;
- Other indirect identifiers, such as date of birth, place of birth, mother's maiden name, etc.;
- Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty;
- Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

THS will assist the District in complying with requests made for records under FERPA, HIPAA, the Washington Public Records Act, or in accordance with the RFP or other state and federal legal requirements.

THS acknowledges and agrees that it will not release, divulge, publish, transfer, sell, or otherwise make known to any unauthorized individual or entity any information related to the student without the student's or, where applicable, parent's consent, or as otherwise authorized by law.

I. Termination

The District or THS may suspend THS's consulting services under this MOU in the event that either party materially breaches its terms. Notwithstanding that provision, in the event of any material breach of this MOU, the non-breaching party agrees to notify the other.

J. Insurance

THS, at its sole cost and expense, agrees to carry at least a commercial general liability policy of \$1 million per occurrence and \$2 million aggregate for personal injury, bodily injury, and property damage. It will also carry at least the State statutory minimum for Workers' compensation insurance, \$1 million of employer's liability, and at least \$2 million per claim and in the aggregate of professional liability coverage. THS will provide the District certificates of insurance upon request.

K. Indemnity

THS releases and agrees to defend, indemnify, and hold the District, its Board, directors, officers, agents, and employees harmless from any and all claims of third parties and liabilities, damages, and expenses arising or resulting from such claims, including attorneys' fees and others litigation expenses arising out of any act or omission of THS, its employees and agents.

THS is not required to indemnify the District under this section against claims or damages caused by or resulting from the District, its agents, or employees' sole negligence. If any such claims or damages are caused by or result from the THS's and the District's concurrent

negligence then THS's duty to indemnify will be limited to its proportionate liability.

L. Disputes

The parties will endeavor to resolve disputes through good faith negotiations. If such negotiations are unsuccessful, each party will continue to perform its obligations under this MOU except as provided herein. The parties agree to submit to mediation of any unresolved disputes with the County. If after that process the parties still have a dispute related to this MOU, it will be resolved in the Superior Court for Snohomish County.