

**ABERDEEN SCHOOL DISTRICT NO. 5
ABERDEEN, WASHINGTON**

Special Meeting of the Board of Directors
Board Room, Administration Building
June 21, 2019

SPECIAL MEETING AGENDA

1:30 p.m. Special Meeting Call to Order

Flag Salute

New Business

1. Amending Contract Appropriation for Miller Modular Project

Rognlin's Inc. has completed the pricing for the amended foundation work for the Miller Modular Building. Board review and approval for a \$200,000 increase in the appropriation for the project is requested.

New Special Services Contracts – The Human Resources Department is requesting approval for the District to enter into contracts with the companies named below for the placement of special education staff.

- a. AMN Health Care of Norwalk, Conn.
- b. National Staffing Solutions of Winter Park, Fla.

Speech Language Pathologists – The Human Resources Department is recommending approval for the placement of contracted speech language pathologists in the District.

- a. Erica Reddell of AMN Health Care
- b. Sarah Shipley of National Staffing Solutions

2. Next Meeting

The next meeting of the Board is scheduled for 5 p.m. Tuesday, July 23, 2019, in the Community Room at Aberdeen High School.

ADJOURN

CAPITAL PROJECTS OFFICE

PROJECT: ASD - MILLER JHS MODULAR SITEWORK
CONTRACTOR: ROGNLIN'S, INC.

CO No.: 6
DATE: 06/20/19

CHANGE ORDER

You are directed to make the following changes to this Contract:

Install composite piles per plans received 6/17/19 and supplemental clarifications (94 EA). This is based upon immediate acceptance of COP #04 so that Pile Contractors, Inc. may procure pile and utilize crane currently mobilized on site. This includes untreated wood piles 10' below grade, 12" pipe section, rebar, and grout.

Time Impacts: Pending notice to proceed with revised design

Exclusions: WSST, permits, engineering, special inspection, survey, mobilization, demobilization

Original Contract Sum	\$	<u>1,375,000.00</u>
Net change by previously authorized Change Orders	\$	<u>(-16,300.00)</u>
Previous Total	\$	<u>1,358,700.00</u>
Change Amount	\$	<u>335,000.00</u>
New Contract Sum	\$	<u>1,693,700.00</u>

The above amount constitutes complete and final settlement of all direct and indirect costs, damages and impacts related to this change, and no change to the Contract Date of Substantial Completion is included in this Change Order unless otherwise directed above.

Architect: _____

Date: _____

Contractor: _____

Date: _____

Board of Directors Approval: _____

Date: _____

**ABERDEEN SCHOOL DISTRICT
216 NORTH G STREET
ABERDEEN, WASHINGTON**

PERSONAL SERVICES CONTRACT

In consideration of the promises and conditions contained herein, Aberdeen School District (the “District”) and AMN Healthcare, Inc. (the “Provider”) mutually agree as follows:

1. **Services.** The District hereby contracts with the Provider to perform the services identified in paragraph 2 hereof.

2. **Description of Services:**

(a) Provide Occupational Therapy Services, Physical Therapy Services, and Speech Language Pathology Services for the 2019-20 school year and/or extended school year as needed.

(b) Such other related services as the District may request.

Said services shall be provided in a manner consistent with the accepted practices for other similar services, performed to the District’s satisfaction, within the time period prescribed by the District.

3. **Insurance.** Contracting agency or individual will maintain (at its expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts or omissions and general liability which may give rise to liability for services under this Agreement. Provider shall provide a certificate of insurance evidencing such coverage upon request by the District. Provider will provide the District with assurance of this insurance coverage in writing before commencement of services under this Contract. Provider will notify the District within thirty (30) days in the event of cancellation or modification of such insurance. The provisions of this paragraph shall survive the expiration or termination of this Contract for cause with respect to any event occurring prior to such expiration or termination.

4. **Certification and Licensing Requirements.** Provider warrants that all individuals providing services under this Agreement (“Service Providers”) meet applicable licensing and certification requirements. Provider must obtain and provide evidence to the District of current appropriate state certification and licensure at least 30 days prior to the beginning of each school year.

5. **Background Checks.** Pursuant to RCW 28A. 400. 303, any Service Providers under this Contract shall be required to have successfully completed a criminal history record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834 and RCW 10.97.030-050, and through the Federal Bureau of Investigation prior to providing any services under this Agreement. Provider will be responsible for securing these criminal history record checks and payment of all costs for obtaining such background checks.

Results of the background checks must be made available to the District prior to a Service Provider providing services to the District.

6. **Prohibited Employment.** The nature of the work performed under this Contract involves services provided to children and disabled adults. Therefore, no assigned Service Provider shall have pled guilty or been convicted of any felony crime specified under RCW 28A.400.322. Any failure to comply with this paragraph shall be grounds for immediate termination of this Contract for cause.

7. **Failure to Report.** Service Providers will inform Provider and the District of any inability to provide services no later than one (1) hour prior to reporting time. The District will notify Provider as soon as possible should any Service Provider assigned to the District fail to report to work as scheduled. Provider shall be responsible for providing substitute coverage without a lapse in service to the District for Service Providers who are absent for more than 5 consecutive days.

8. **Contemporaneous Log of Service Time.** Each Service Provider shall complete a weekly log of the names of the students served and the amount of service time for each student. Any deviation from the amount of service time shall be noted and explained. Such log shall be submitted daily via email to the District's Special Education Director.

9. **Record Access.** Provider and Service Providers shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Provider shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Provider and the District shall have access to examine said records.

10. **Confidentiality.** Each Party shall keep confidential all Confidential Information of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about either party or its employees that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Provider (Clinician) and prospective Provider (Clinician) names and information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Client agrees to use appropriate security measures to protect Agency client and/or locum tenens provider personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

11. **Independent Contractor.** The Provider shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed, except as expressly provided herein. Nothing in this Contract

shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Provider or its personnel. Neither party may incur debts or make commitments for the other party. Provider and its personnel shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

12. **Provider and Service Providers Not Employees of District.** Employees of Provider shall not be entitled to any rights or privileges of District employment. Provider assumes exclusive responsibility for any and all acts or omissions of its agents, officers, or employees. Provider will maintain direct responsibility as the employer of Service Providers for payment of wages, benefits, and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Provider acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Provider's payment or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Provider or Provider's personnel. Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

13. **Quality of or Need for Services.** If the District's Special Education Director determines that the services of a Service Provider are no longer needed or desired or that the Service Provider is unable to perform or has failed to perform the services required by the District in a manner satisfactory to the District, the District will notify Provider and such assignment will end immediately. The District's obligation to compensate for such Service Provider's services will be limited to the number of hours actually worked.

14. **Orientation.** Provider will cooperate with the District to provide Service Providers with an adequate and timely orientation to the assigned school(s).

15. **Billing, Payment, and Accounting.** Invoices will be rendered weekly and delivered via email or a web-based application (and District and Provider shall cooperate to allow District to obtain invoices in such manner) to the District's Business Office. If District requires Provider to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by District shall be due within 30 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Provider's written consent, which may be withheld in its sole discretion. Provider may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by District unless District notifies Provider in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Provider within that time shall constitute a waiver by District of any objection thereto.

Upon request, Provider shall provide to the District with an accounting of services, which shall detail the services performed on each invoice and such other information as the District may reasonably request. Upon request, Provider shall provide the District with access to the books and records related to the services of Provider for inspection, audit, and reproduction.

16. **Nondiscrimination.** By entering into this Contract, Provider assures the District that Provider complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Contract.

17. **Indemnification and Hold Harmless.** Each Party ("Indemnitor") agrees to indemnify and hold harmless the other ("Indemnitee") from and against any and all third party claims, losses, damages, costs and expenses to the extent adjudicated to be caused by the Indemnitor's negligence or willful misconduct. Indemnification is subject to: (a) the Indemnitee promptly providing the Indemnitor written notice of the claim; (b) the Indemnitor's right to control the claim's defense and settlement (provided that the Indemnitor may not settle or defend any claim without the Indemnitee's consent (which shall not be unreasonably withheld, delayed or conditioned), unless it unconditionally releases the Indemnitee from all liability); and (c) the Indemnitee providing reasonable assistance to the Indemnitor. For the avoidance of doubt, Contractor's obligation to indemnify does not extend to any acts or omissions of locum tenens providers supplied pursuant to this Agreement. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

18. **Debarment and Suspension.** Provider certifies that to the best of its knowledge and belief, its principals and assigned service providers are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded for the award of contracts by a federal government agency or department. Further, Provider certifies that it is not presently indicted for and has not within three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of performing a public transaction or contract. If it is later determined that Provider knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for cause.

19. **Contract Default.** Provider's failure to provide the services as indicated in this Contract in accordance with the terms and conditions of this Contract will constitute contract default, and, after due written notification, allows the District to terminate the Agreement for cause.

20. **Termination.** In addition to the District's other rights under this Agreement, the District may terminate this Agreement for cause upon thirty (30) days' written notice to Provider should Provider breach any of the terms of this Agreement, in which case the District shall pay Provider for all services performed through the effective date of the termination less any costs incurred by the District resulting from the breach(es). The District may terminate this Agreement for its convenience upon thirty (30) days' written notice to Provider, in which case the District shall pay Provider for all services performed through the effective date of the termination. In the event that earmarked funding is withdrawn, reduced, or limited after the effective date of this contract but prior to completion, the District may terminate the Agreement without the required notice.

21. **Compliance with Rules and Laws.** Provider agrees to comply with all applicable laws, orders, rules, regulations and ordinances of governmental bodies applicable to this Contract as well as applicable District policies and procedures. All services provided will be in accordance with local, state and federal laws and regulations.

22. **Severability.** Each numbered clause of this Contract stands independent of all other numbered clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

23. **Term.** Unless terminated earlier pursuant to provisions stated herein, this Contract shall commence on August 1, 2019 and shall terminate on July 31, 2020 or the completion of the services identified in paragraph 2 hereof, whichever should first occur. This contract may be renewed annually by the District for up to three additional years.

24. **Assignment.** This Agreement may not be assigned without written authorization by the other party.

25. **Licenses, Permits, and Warranty.** Provider warrants that it and its personnel have the requisite training, skill, and experience necessary to provide the services under this Contract and are appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract.

26. **Entire Agreement and Modification.** This written Contract constitutes the entire agreement between Provider and the District. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and signed by both parties.

27. **Governing Law.** The terms of this Contract shall be governed by the laws of the State of Washington. In the event that a dispute arises under the terms and conditions of this Contract, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

28. **Government Mandated Cost Increases.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days' notice of such increase.

29. **Consent to Fax.** In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

30. **IRS Statement.** The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.

Executed this ____ day of _____, 20__.

|
ABERDEEN SCHOOL DISTRICT

AMN HEALTHCARE, INC.

By _____
Its _____

Addendum A

AMN Healthcare, Inc. (“Provider”) either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Personal Services Contract that was entered into by and between Aberdeen School District (“District”) and Provider on or about August 1, 2019, as modified by these additional terms. This Addendum sets forth the terms for allied travel assignments effective as of August 1, 2019 (the “Allied Effective Date”).

Schedule of Rates. The Regular Rate is based on thirteen week assignments with a forty hour work week for eight and ten hour shifts and thirty six hours for twelve hour shifts for the positions listed below. The Incentive Rate is for those assignments that are less than thirteen weeks in duration, less than forty hour work week for eight and ten hour shifts and thirty six hours for twelve hour shifts. District may designate certain specialties at the time of order as urgent, immediate, special or unique, for which District shall approve the use of the Crisis Rate. These rates will go into effect for anyone beginning an assignment or extension after the Allied Effective Date. These fees include recruitment, housing and compensation for each Service Provider placed with District.

Rate Schedule is subject to change based on changes in amounts payable to Service Provider and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Provider will give District 30 days' written notice prior to the effective date of the increase.

Specialty	Regular Rate per Hour	Incentive Rate per Hour	Crisis Rate per Hour
Occupational Therapist	\$73.85	\$84.95	\$96.00
Occupational Therapy Assistant - Certified	\$59.70	\$68.65	\$77.60
Physical Therapist	\$73.85	\$84.95	\$96.00
Physical Therapy Assistant	\$59.10	\$67.95	\$76.85
Speech Language Pathologist & SLP-CFY	\$75.85	\$87.25	\$98.60

Conversion Fee Schedule. The District agrees not to allow the Service Provider to work at the District part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Provider. If at any time District, District’s affiliates and/or any of its subsidiaries or any other organization to which District supplies information, hires the Service Provider received from the Provider, the District will be charged thirty percent (30%) of the individuals estimated first year total compensation (No fee applies where prohibited by law.) The invoice is due upon receipt. It is understood that Provider is solely responsible for the introduction of a Service Provider to District, unless District notifies Provider within forty-eight (48) hours of such introduction of District’s prior knowledge of said Service Provider’s availability. Should District directly refer Service Provider to an affiliated organization for either permanent employment or temporary allied coverage, District will be billed for services rendered pursuant to this section. An affiliate of the District includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with District or any successor to District’s business.

Client Requirements Table. For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
State	Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Human Resources	Background Check	Attestation for completion of: 7 year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Human Resources	Background Check - DMV Check	Attestation for completion of: 7 year Department of Motor Vehicle Check, prior to start of first assignment, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service >90 days, must run counties listed during break in service.
Human Resources	Education Verification for Non-licensed Providers	A diploma, degree or transcripts is acceptable.

Type	Requirement	Requirement Description
Human Resources	Reference	Attestation for completion of: qualifying reference check is completed prior to first assignment.
Human Resources	Application	Completed prior to first assignment.
Human Resources	Facility Specific Documents	Client specific forms, policy and procedures, or other acknowledgements. (may require signature of provider)
Human Resources	Job Description	Completed prior to first assignment.
Employee Health	Drug Screening	Standard 10 panel prior to start of first assignment, updated annually thereafter. If break in service > 90 days, retesting required.
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment, updated annually thereafter.
Employee Health	Hepatitis B	Declination, 3 vaccine series, or positive antibody titer If negative titer, booster or declination after titer.
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot . Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.
Employee Health	Influenza	Seasonal vaccine or declination, updated annually.
Education	Regulatory Education	Documentation of education to the requirements of OSHA and other regulatory agencies
Education	Basic Life Support (BLS)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS required for those Providers in an acute care setting, providing direct patient care.
Education	Specialty Certification	Facility or unit specific certification as required by job description for practice setting and population served.

Mandated Overtime: Clinician Rights and Facility Obligations under Washington Law

If you are a clinician working in Washington:

Under Washington law, you may not be **required** to work overtime (time in addition to your regularly scheduled shift or on-call period, or any hours in excess of 12 per 24-hour period, or 80 hours per consecutive 14-day period), except in the following limited circumstances: (1) if there are unforeseeable, emergent circumstances; (2) if the hours are part of your pre-scheduled on-call time; (3) if the facility has already exhausted reasonable efforts to obtain staffing; or (4) overtime is necessary for you to complete a patient care procedure which was already in progress, if your absence could adversely affect the patient.

If the facility attempts to require you to work overtime and the situation does not fall into one of the 4 circumstances identified above, you should report such action to your recruiter so that he or she may resolve the matter directly with the facility. You are also entitled to report the facility to the Washington Department of Labor and Industries, who will then investigate your complaint.

If you are a facility located in Washington:

Under Washington law (RCW §§ 49.28.130 – 49.28.150), you may not **require** a clinician to work overtime (time in addition to the clinician's regularly scheduled shift or on-call period, or any hours in excess of 12 per 24-hour period, or 80 hours per consecutive 14-day period), except in the following limited circumstances: (1) if there are unforeseeable, emergent circumstances; (2) if the hours are part of the clinician's pre-scheduled on-call time; (3) if you have already exhausted reasonable efforts to obtain staffing; or (4) overtime is necessary for the clinician to complete a patient care procedure which was already in progress, if the clinician's absence could adversely affect the patient. The meaning of the terms used above is specified in RCW §49.28.130.

In order to establish that you properly required a clinician to work overtime because you had exhausted reasonable efforts, a supervisor or manager must, to the extent reasonably possible, do all of the following:

- (1) Ask all qualified staff who are currently working to volunteer to work overtime;
- (2) Review the list of employees who are not working, who have agreed to volunteer to cover a shift, and call each of those employees;
- (3) Seek per diem coverage; and
- (4) Contact your contracted temporary staffing agencies for assistance.

As part of these efforts, you must maintain a list of your staff members who have volunteered to work overtime on specific shifts. It is further recommended that you maintain a written plan documenting your overtime policies which you communicate to your staff. Failure to comply with these requirements could result in your facility violating RCW § 49.28.140, and being subject to related penalties.

**ABERDEEN SCHOOL DISTRICT
216 NORTH G STREET
ABERDEEN, WASHINGTON**

PERSONAL SERVICES CONTRACT

In consideration of the promises and conditions contained herein, Aberdeen School District (the “District”) and National Staffing Solutions, Inc. (the “Provider”) mutually agree as follows:

1. **Services.** The District hereby contracts with the Provider to perform the services identified in paragraph 2 hereof.

2. **Description of Services:**

(a) Provide Occupational Therapy Services, Physical Therapy Services, and Speech Language Pathology Services for the 2019-20 school year and/or extended school year as needed.

(b) Such other related services as the District may request.

Said services shall be provided in a manner consistent with the accepted practices for other similar services, performed to the District’s satisfaction, within the time period prescribed by the District.

3. **Insurance.** Contracting agency or individual will maintain (at its expense), a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence covering acts or omissions and general liability which may give rise to liability for services under this Agreement. Provider shall provide a certificate of insurance evidencing such coverage upon request by the District. Provider will provide the District with assurance of this insurance coverage in writing before commencement of services under this Contract. Provider will notify the District within three (3) days in the event of cancellation or modification of such insurance. Provider’s failure to maintain such insurance policies shall be grounds for the District’s immediate termination of this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract for cause with respect to any event occurring prior to such expiration or termination.

4. **Certification and Licensing Requirements.** Provider warrants that all individuals providing services under this Agreement (“Service Providers”) meet applicable licensing and certification requirements. Provider must obtain and provide evidence to the District of current appropriate state certification and licensure at least 30 days prior to the beginning of each school year.

5. **Background Checks.** Pursuant to RCW 28A. 400. 303, any Service Providers under this Contract shall be required to have successfully completed a criminal history record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-834 and RCW 10.97.030-050, and through the Federal Bureau of Investigation prior

to providing any services under this Agreement. Provider will be responsible for securing these criminal history record checks and payment of all costs for obtaining such background checks. Results of the background checks must be made available to the District prior to a Service Provider providing services to the District.

6. **Prohibited Employment.** The nature of the work performed under this Contract involves services provided to children and disabled adults. Therefore, no assigned Service Provider shall have pled guilty or been convicted of any felony crime specified under RCW 28A.400.322. Any failure to comply with this paragraph shall be grounds for immediate termination of this Contract for cause.

7. **Failure to Report.** Service Providers will inform Provider and the District of any inability to provide services no later than one (1) hour prior to reporting time. The District will notify Provider as soon as possible should any Service Provider assigned to the District fail to report to work as scheduled. Provider shall be responsible for providing substitute coverage without a lapse in service to the District for Service Providers who are absent for more than 5 consecutive days.

8. **Contemporaneous Log of Service Time.** Each Service Provider shall complete a weekly log of the names of the students served and the amount of service time for each student. Any deviation from the amount of service time shall be noted and explained. Such log shall be submitted daily via email to the District's Special Education Director.

9. **Record Access.** Provider and Service Providers shall be responsible for maintaining and securing any records or logs necessary to justify, support, and document the services provided under this Contract. Provider shall retain such records for not less than the period prescribed by law. All duly authorized auditors of Provider and the District shall have access to examine said records.

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

Provider and Service Providers agree to maintain the confidentiality of student records and provide access to the parents/guardians and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA) and the Health Information Privacy and Accountability Act (HIPAA).

11. **Independent Contractor.** The Provider shall perform all duties pursuant to this Contract as an independent contractor. The District shall not control or supervise the manner in which this Contract is performed, except as expressly provided herein. Nothing in this Contract shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and Provider or its personnel. Neither party may incur debts or

make commitments for the other party. Provider and its personnel shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

12. **Provider and Service Providers Not Employees of District.** Employees of Provider shall not be entitled to any rights or privileges of District employment. Provider assumes exclusive responsibility for any and all acts or omissions of its agents, officers, or employees. Provider will maintain direct responsibility as the employer of Service Providers for payment of wages, benefits, and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Provider acknowledges that the District is not withholding federal income tax or FICA (Social Security) tax from Provider's payment or paying Washington State unemployment, industrial insurance, or any other taxes on behalf of Provider or Provider's personnel. Provider shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

13. **Quality of or Need for Services.** If the District's Special Education Director determines that the services of a Service Provider are no longer needed or desired or that the Service Provider is unable to perform or has failed to perform the services required by the District in a manner satisfactory to the District, the District will notify Provider and such assignment will end immediately. The District's obligation to compensate for such Service Provider's services will be limited to the number of hours actually worked.

14. **Orientation.** Provider will cooperate with the District to provide Service Providers with an adequate and timely orientation to the assigned school(s).

15. **Billing, Payment, and Accounting.** Provider will submit invoices to the District's Business Office. Each invoice must identify the District purchase order number. Provider will be paid based on the rate sheet attached as Addendum A. Payment shall be made on a monthly basis after the District's Business Office receives Provider's billing statement in the form specified by the District, which statement shall include the services performed, the dates such services were rendered, and the name(s) and location(s) of the Provider's personnel performing such services. Each such billing statement must be approved before submission to the District's Business Office by the District's Special Education Director.

Invoices must be submitted one (1) time per month and payments will be made after the first school board meeting of the following month. The District will send all payments to the address printed on acceptable invoices.

Upon request, Provider shall provide to the District with an accounting of services, which shall detail the services performed on each invoice and such other information as the District may reasonably request. Upon request, Provider shall provide the District with access to the books and records related to the services of Provider for inspection, audit, and reproduction.

16. **Nondiscrimination.** By entering into this Contract, Provider assures the District that Provider complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation

including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Contract.

17. **Indemnification and Hold Harmless.** The Provider agrees to defend, indemnify, and hold harmless the District and its employees from and against any and all claims, losses, damages, liabilities, costs, and attorneys' fees and other legal expenses, arising out of or in any way connected with the Provider's or Service Provider's performance of or failure to perform under this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

18. **Debarment and Suspension.** Provider certifies that to the best of its knowledge and belief, its principals and assigned service providers are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded for the award of contracts by a federal government agency or department. Further, Provider certifies that it is not presently indicted for and has not within three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of performing a public transaction or contract. If it is later determined that Provider knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this Contract for cause.

19. **Contract Default.** Provider's failure to provide the services as indicated in this Contract in accordance with the terms and conditions of this Contract will constitute contract default, and, after due written notification, allows the District to terminate the Agreement for cause.

When Provider fails to furnish services in accordance with the terms and conditions of this Contract and the District must purchase replacement services at a price greater than the contract price, the difference may be charged to Provider. The District may exercise this charge as a credit against invoices due Provider.

20. **Termination.** In addition to the District's other rights under this Agreement, the District may terminate this Agreement for cause upon seven (7) days' written notice to Provider should Provider breach any of the terms of this Agreement, in which case the District shall pay Provider for all services performed through the effective date of the termination less any costs incurred by the District resulting from the breach(es). The District may terminate this Agreement for its convenience upon thirty (30) days' written notice to Provider, in which case the District shall pay Provider for all services performed through the effective date of the termination. In the event that earmarked funding is withdrawn, reduced, or limited after the effective date of this contract but prior to completion, the District may terminate the Agreement without the required notice.

21. **Compliance with Rules and Laws.** Provider agrees to comply with all applicable laws, orders, rules, regulations and ordinances of governmental bodies applicable to

this Contract as well as applicable District policies and procedures. All services provided will be in accordance with local, state and federal laws and regulations.

22. **Severability.** Each numbered clause of this Contract stands independent of all other numbered clauses. If any clause of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.

23. **Term.** Unless terminated earlier pursuant to provisions stated herein, this Contract shall commence on June 14, 2019 and shall terminate on June 30, 2020 or the completion of the services identified in paragraph 2 hereof, whichever should first occur. This contract may be renewed annually by the District for up to three additional years.

24. **Assignment.** This Agreement may not be assigned without written authorization by the other party.

25. **Licenses, Permits, and Warranty.** Provider warrants that it and its personnel have the requisite training, skill, and experience necessary to provide the services under this Contract and are appropriately accredited and licensed by all applicable agencies and governmental entities. Provider shall be responsible for maintaining any and all licenses, permits, or other requirements for doing business or providing services under this Contract.

26. **Entire Agreement and Modification.** This written Contract constitutes the entire agreement between Provider and the District. No alterations or variations of the terms of this Contract shall be effective unless reduced to writing and signed by both parties.

27. **Governing Law.** The terms of this Contract shall be governed by the laws of the State of Washington. In the event that a dispute arises under the terms and conditions of this Contract, the parties agree to mediate the dispute prior to taking any formal legal action. In the event that legal action is commenced to resolve a dispute arising out of this Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

Executed this 14th day of June, 2019.

|
ABERDEEN SCHOOL DISTRICT

PROVIDER

By _____
Its _____

Gordon Miranda
Regional Account Manager-School Division

Addendum A

Rates

Occupational Therapist

Hourly Rate \$58.00-\$68.00

Physical Therapist

Hourly Rate \$58.00-\$68.00

Speech Language Pathologist

Hourly Rate \$58.00-\$68.00

Speech Language Pathologist Assistant

Hourly Rate \$48.00-\$55.00



CONTRACTED EMPLOYEE

This is made part of the Account Services Contract entered by and between Aberdeen School District and the Account identified below.

PROVIDER PLACEMENT DETAILS:

Provider Name: Erica Reddell

Term: 8/20/2019 - 6/10/2020

Services Provided: SLP

Hours: 37.5 hours per week

RATE & PAYMENT DETAILS:

Bill Rate: \$70.00

Payment: _____

ADDITIONAL INFORMATION:

Comments:

VENDOR:

By: 

Date: June 20, 2019

ABERDEEN SCHOOL DISTRICT

By: _____
Superintendent or Designee

Date: _____



CONTRACTED EMPLOYEE

This is made part of the Account Services Contract entered by and between Aberdeen School District and the Account identified below.

PROVIDER PLACEMENT DETAILS:

Provider Name: National Staffing Solutions, Inc.

Term: 6/14/19-6/30/20

Services Provided: SLP, OT, PT, SLPA

Hours: 37.5 hours a week

RATE & PAYMENT DETAILS:

Bill Rate: \$63 for Submitted SLP, all-inclusive hourly. OT rate \$94.50

Payment: 30 days

ADDITIONAL INFORMATION:

Comments:

VENDOR:

By: Gordon Miranda

Date: 6/14/19

ABERDEEN SCHOOL DISTRICT

By: _____
Superintendent or Designee

Date: _____