

ALHAMBRA ELEMENTARY SCHOOL DISTRICT NO. 68

Contract Service Agreement

THIS AGREEMENT made and entered into as of this ____ day of _____, 20____, by and between Alhambra School District No. 68, 4510 N. 37th Ave., Phoenix, AZ 85019 and

Vendor Name and Address (hereinafter "Provider")

WHEREAS Provider agrees provides services to the District, including as follows: [describe services]

(list and attach additional pages if necessary);

WHEREAS the District wishes to contract with Provider to provide Services to District students on an as needed basis, and to establish a program for providing Services in the school;

Budget Code (s) _____

WHEREAS Special Provisions may apply:

(list and attach additional pages if necessary);

NOW, THEREFORE, in consideration of the District paying to Provider the compensation and Provider performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

**SECTION 1.
COMPENSATION**

The District shall compensate Provider for services rendered according to the following terms:

The consideration for this service shall consist of the mutually binding obligations contained herein and the payment of the sum not to exceed _____, paid at the following interval _____.

The term of this agreement shall commence on _____ and end on _____.

Either party may terminate this agreement by providing written notice of the party's intent to terminate thirty (30) working days in advance of the termination date or as defined within the purchasing cooperative contract.

Type of procurement _____ (*RFP No. or Quote*) will be utilized. The provisions and terms delineated in the purchasing cooperative contract and all of Provider's proposals, responses and submissions are expressly incorporated herein.

Provider will submit an invoice statement to the District monthly indicating all Services rendered to District students for the previous month. The District agrees on or before the NET 30-day period to pay Provider the stated amount.

No work shall commence before the Provider receives a fully executed Agreement AND a purchase order. Any work performed by the Provider prior to obtaining a fully executed Agreement and PO shall not be compensated. The District reserves the right to determine, in its sole discretion, whether services have been adequately and fully delivered and to withhold payment or a portion of the payment accordingly.

**SECTION 2.
PROVIDER DUTIES AND RESPONSIBILITIES**

Provider agrees that at all times during the term of this Agreement it will provide Services to District students in accordance with the following standards.

- A. Services shall be consistent with the procedures and standards established by the District's special education state regulations, Medicaid, and requirements that would be applicable if the Services were furnished directly by the District.
- B. As applicable, Provider shall follow and abide by the general code of ethics and standards of practice of the American Physical/Occupational Therapy Associations, the American Speech & Hearing Association, the American Psychology Association (APA), the National Association of Social Workers (NASW), Highly Qualified requirements as defined by with the Arizona Department of Education and any other regulations or standards applicable to Provider.
- C. Provider shall ensure that each individual that provides services to students maintains a valid fingerprint clearance card and appropriate certifications and endorsements so as to be qualified to perform the Services. Provider will supply certification if applicable and fingerprint clearance card(s) to the District prior to the first day of work.
- D. As applicable, services shall be furnished to a student in accordance with the individualized education plan ("IEP") approved by the IEP Team responsible for the student's plan.
- E. Provider shall require all employees to submit timesheets documenting services rendered, which shall be submitted to the District upon request. Provider's employees shall communicate with the building administrator prior to any absence.
- F. As applicable, Provider shall participate in conferences as required to coordinate the services for individual students.
- G. As applicable, Provider shall, at its sole cost and expense, hire, maintain, or expand its support staff in order to (1) accommodate the school's demands for Services, and (2) maintain quality student services.
- H. Provider shall be responsible for preparing, in writing, all activity reports as may be necessary or required. Such reports shall be turn into the District as directed by the District. Provider shall maintain such documentation in accordance with the applicable state and federal regulations. Provider agrees that its employees shall be required to submit reports in a timely manner. Reports not turned in on time may result in delay of payment.
- I. Provider employees shall be required to adhere to all District rules, guidelines, policies, procedures and regulations concerning the operation of District and delivery of services to students. The Provider employees shall be required to perform all duties as assigned District. It is understood that the Provider will provide general direction, supervision, evaluation and control of each Provider employee in the performance of his or her duties. It is further understood that the District will provide daily monitoring of the Provider employees and will report to Provider on an ongoing regular basis. It is understood that the Provider and not the District will be responsible for discipline and training of Provider Employees.

**SECTION 3.
DISTRICT'S DUTIES AND RESPONSIBILITIES**

- A. The District shall make available to Provider, without charge, all necessary office and treatment rooms in the schools to enable Provider to render the services provided for in this Agreement. The District shall further provide, without charge, all necessary maintenance, housekeeping, utilities, and telephone services as are reasonably required by Provider in the performance of its duties hereunder.
- B. The District will provide orientation to the schools, access to any programs generally required for school personnel, and IEPs of referred students, along with any other pertinent information that would be helpful in servicing the students.
- C. The District will provide a standard battery of tests and materials.
- D. The District shall have the right to terminate this agreement, as it relates to a particular employee of Provider, upon written notice to Provider two weeks prior to such termination of services by that Provider employee.

**SECTION 4.
INDEMNITY AND INSURANCE**

- A. To the extent permitted by law, each party (the "Indemnifying Party") shall, to the extent permitted by law, defend, indemnify and hold harmless, jointly and severally, the other party and each official, or employee thereof (any such person being referred to herein as an "Indemnified Party"). This indemnity applies to any and all losses, claims, damages, expenses (including reasonable attorney fees), or liabilities ("Liabilities"), joint or several, which the Indemnified Party may be subject to in law or in equity, but only to the extent that such Liabilities arise out of or are based upon the use of facilities by the Indemnifying Party or its employees and invitees, as provided in Sections 3 and 4 hereof. The obligations of the foregoing indemnification provision shall not apply to the extent that any such Liability is found to have resulted from the negligence or intentional misconduct of the Indemnified Party.
- B. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under the Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be canceled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

**SECTION 5.
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties that, in providing services under this Agreement, Provider shall at all times act as an independent contractor and not as an employee of the District. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation.

**SECTION 6.
MISCELLANEOUS**

- A. **AMENDMENTS** – This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be operative and valid, they shall be reduced to writing and signed by both parties.
- B. **ASSIGNMENT** – Neither party to this Agreement may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party provided.
- C. **NOTICES** – Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if sent by certified mail.
- D. **WAIVER OF BREACH** – Waiver of breach by either party of the terms and provisions of this Agreement at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same, or of the other, terms of provisions of the Agreement at any time or times.
- E. **DISCRIMINATION** – The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
- F. **E-VERIFY** - The parties mutually acknowledge and agree as follows: To the extent applicable under A.R.S. § 41-4401, both parties warrant compliance with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under A.R.S. § 23-214(A). To ensure that both parties are complying with the above-mentioned warranty, each retains the legal right to randomly inspect each other's papers and records relating to those employees and agents who perform Services pursuant to this Agreement.
- G. **REGISTERED SEX OFFENDERS** - Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

