

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
PROCUREMENT DIVISION**

320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186

[Susan.monaco@fauquiercounty.gov](mailto:Susan.monaco@fauquiercounty.gov)

Fax: (540) 422-8355

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July 20, 2021

Ms. Carolyn Lamm  
7430 Goshen Court  
Manassas, VA 20112

[carolynlamm.pbis@gmail.com](mailto:carolynlamm.pbis@gmail.com)

RE: Contract SS-33-20smc, Behavioral and Restorative Intervention Consultant

Dear Ms. Lamm:

Fauquier County Government and Public Schools wishes to extend the above referenced contract for the second and, last one-year period; the period of the extension will be from July 1, 2021 through June 30, 2022, as noted in Section 2, Contract Period, of the referenced contract.

All terms, conditions, and prices from the original contract, remain the same during this upcoming contract period.

If this is agreeable, please sign this letter in the space provided below and return it to this office within ten (10) days. A fully executed copy will be returned to you. Thank you for your continuing service to Fauquier County Public Schools.

Sincerely,

*Susan R. Monaco*

Susan R. Monaco, CPPO, CPPB  
Procurement Special Projects Assistant

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Carolyn Lamm

Fauquier County Government & Public Schools

By: *Carolyn Lamm*

By: *Kathy Stanley*  
Kathy H. Stanley, CPP, CPPB

Title: *Behavioral/Restorative Consultant* Title: *Interim Procurement Manager*

Date: *07/20/2021*

Date: *July 27, 2021*

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
PROCUREMENT DIVISION  
320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186**

Phone: (540) 422-8348

Fax: (540) 422-8355

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July 28, 2020

Ms. Carolyn Lamm  
7430 Goshen Court  
Manassas, VA 20112

RE: Contract SS-33-20smc, Behavioral and Restorative Intervention Consultant

Dear Ms. Lamm:

Fauquier County Government and Public Schools wishes to extend the above referenced contract for an additional one-year period; the period of the extension will be from **July 1, 2020 through June 30, 2021**, as noted in Section 2, Contract Period, of the referenced contract.

All terms, conditions, and prices from the original contract, remain the same during this upcoming contract period.

If this is agreeable, please sign this letter in the space provided below and return it to this office within ten (10) days. A fully executed copy will be returned to you. Thank you for your continuing service to Fauquier County Public Schools.

Sincerely,

*Susan R. Monaco*

Susan R. Monaco, CPPO, CPPB  
Procurement Manager

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Carolyn Lamm

Fauquier County Government & Public Schools

By: *Carolyn R. Lamm*

By: *Susan R. Monaco*  
Susan R. Monaco, CPPO, CPPB

Title: *Behavioral & Restorative  
Consultant*

Title: *Procurement Manager*

Date: *July 29, 2020*

Date: *7/29/2020*

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**  
**CONTRACT SS-33-20smc**

***Behavioral and Restorative Intervention Consultant***

***Professional Development and Coaching for Tiered Behavior Interventions, Restorative Practices, and Mental Wellness Supports***

This *Behavioral and Restorative Intervention Consultant* contract is made and entered into this 2<sup>nd</sup> day of January, 2020, by and between the Fauquier County School Board, a political subdivision of the Commonwealth of Virginia (referred to hereinafter as "Owner") on behalf of the Fauquier County Public Schools Special Education Department, and **Carolyn Lamm**, having her principal place of business at **7430 Goshen Court, Manassas, VA 20112**, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Consultant is engaged in the business of providing *Professional Development and Coaching for Tiered Behavior Interventions, Restorative Practices, and Mental Wellness Supports* and represents that she has the background and expertise necessary to provide the services outlined herein; and

WHEREAS, the Owner and Consultant wish to document their agreement concerning the respective obligations of the parties,

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Consultant and the Owner agree as follows:

**SECTION 1: SCOPE OF SERVICES**

The Consultant shall furnish all necessary labor and personnel to accomplish the required services specified herein. Services are to include, but not be limited to those listed and outlined herein. The requirements outlined herein represent the general scope of services, but may not represent the full range of services; Consultants are encouraged to suggest additional services they can provide. Owner reserves the right to request the Consultant provide additional services; the cost for additional services will be negotiated, based on a mutually agreed upon scope of work, at the time they are requested, and will be added to the contract through written modification. To briefly outline the specific requirements below:

- 1.1 **Specific Requirements:** The Consultant shall provide Professional Development and Coaching for Tiered Behavior Interventions, Restorative Practices, and Mental Wellness Supports to staff in the Fauquier County Public School District as directed by the Contract Administrator and/or through the specific program Virginia Tiered System of Supports (VTSS) requirements as dictated by the Virginia Department of Education. The Owner will provide the school calendar to the Consultant, who shall coordinate all services through the Contract Administrator or, Student Services Department.
- 1.2 **Scope of Services for Consultant for Tiered Behavior Interventions, Restorative Practices, and Mental Wellness Supports**
  - 1.2.1 **Serve as Division Coordinator for Virginia Tiered System of Supports (VTSS) – (160 hours or 20 full days)**
    - Coordinate VTSS Implementation Plans for FCPS with VTSS Systems Coach (Kay Klein)
    - Provide 10 VTSS coaching sessions for school Tiered Intervention teams to assist with fidelity of implementation
    - Provide coaching for school staff attending VTSS Conferences - Attendance at conferences includes reimbursement for lodging accommodations for some nights at VTSS conferences, if

- needed, estimated at approximately \$145 per night; whenever possible, GSA/lowest rates utilized.
- Coordinate use of VTSS budget funds for current school year and provide VTSS End-Of-Year Budget Report
  - Coordinate Mid-Year VTSS Tiered Fidelity Indicator Reports from participating FCPS schools
  - Coordinate End-of-Year VTSS Data reports to VDOE VTSS state project from participating FCPS Schools
  - Prepare written VTSS proposal for upcoming school year 2020-2021
- 1.2.2 Coordinate arrangements/set-up, content planning, and delivery of Professional Development (80 hours or 10 Full Days). Where applicable, these Professional Development sessions will be coordinated and prepared together with Virginia Tiered Systems of Support (VTSS) approved consultants.
- Overview of Tiered Restorative Practices and Interventions for Improving Discipline - 2 Days training and 1 day planning and preparation)
  - Restorative Facilitator Training: Training selected staff to facilitate sensitive Restorative Problem-Solving Conferences with Pre-Meetings, and Structured Re-Entry Conferences (2 Days Training and 1 day planning and preparation). This training will be coordinated with VTSS approved consultant.
  - Implementing Trauma-Responsive & Restorative Practices -1 Day coaching
  - Building Better Behavior Plans – One day training coordinated with VTSS approved consultant and one day preparation and planning
  - Support for Use of School Wide Information System (SWIS) for tracking Behavior Plans – 8 hours
- 1.2.3 Coordinate Implementation of currently awarded grants, for which the Consultant wrote the original proposals:
- 1.2.3.1 “Restorative Pathways” Grant from Department of Criminal Justice Services (DCJS) -
- a. Provide support for implementation questions from participating FCPS schools
  - b. Collect data from participating schools for quarterly reports and end-of-year reports
  - c. Prepare narratives and data outcome summaries for quarterly reports and end-of-year reports
- 1.2.3.2 Provide support for implementation of Teen Mental Health First Aid
- 1.2.4 Serve as a FCPS Representative with Mental Health and Schools Coalition - January through June 2020
- Participate in Mental Health and Schools Coalition meetings and in planning for projects coordinated with Community Mental Health providers and organizations as well as planning for FCPS & Community Co-sponsored Events
  - Provide verbal reports and updates to Mental Health and Schools Coalition on FCPS implementation of behavioral, emotional and mental health supports
  - Provide verbal reports and updates to Mental Health and Schools Coalition on behavioral/emotional/mental wellness-related grant implementation in FCPS
  - Participate in planning for PRIDE survey follow-up and community education and communications under the direction of the FCPS Assistant Superintendent
  - Provide Follow-up Support for implementation of FCPS secondary school Youth Mental Wellness/Substance Use Prevention Teams as well as coordination support for Youth Dialogue Report-Out Spring Event
- 1.2.5 Serve as Coordinator/Liaison for ongoing projects with community partners supporting emotional/behavioral/mental wellness - January through June 2020. Collaboration with Community Partners currently include the following:
- Coordinate with Piedmont Dispute Resolution Center for Intensive Tier 3 Restorative Supports
  - Coordinate with Verdun and CADRE on Adventures in Learning social emotional curriculum (healthy choices for addressing anxiety, stress, substance use, peer pressure)

- Coordinate with Youth and Family Wellness Initiative
- Participate and contribute input for Mental Health Collaborative meetings under the direction of the FCPS Assistant Superintendent.

1.2.6 **Other Services as Required:** Potential additional services include but are not limited to, providing support for implementation of Social Emotional Learning in FCPS as directed by the Contract Administrator (fee to be negotiated and added to this contract if needed)

1.3 **Fee(s):** The Owner shall pay, and the Consultant accept, the fees noted herein. Per mutual agreement, the Consultant will not seek mileage reimbursement and, the Contract Administrator or his designee, agree to provide any required handouts or materials directly for the noted trainings; the Consultant is not entitled to reimbursement for those materials.

The Consultant shall provide monthly invoices will be provided to the Contract Administrator or as noted on the Purchase Order for services.

The Consultant shall provide services of preparing, facilitating, and providing professional development and coaching at the hourly rate of \$65.00.

The Consultant shall provide a "full-day" service rate of \$500 (a savings of \$40 per day to FCPS over the hourly rate).

**Cancellation:** If a full day of training is cancelled and not rescheduled or completed at another time, the full day rate of \$500 will be deducted for the cancelled training. If a coaching meeting is cancelled and not rescheduled or completed at another time, the Consultant shall deduct the hourly rate of \$65 from the invoice to the Owner, for the time allotted for that meeting.

**Definition of One Full Day:** Where one full day professional development day training is noted, "one full day" is defined as an eight (8) hour day with 7 hours of face-to-face time with participants (including breaks and working lunch) and also including one half hour set-up and another half hour for closing out.

**Specific Fees per Scope of Services, Section 1.2:**

- 1.2.1 Serve as Division Coordinator for Virginia Tiered System of Supports (VTSS) – 20 days (160 hours) at \$500/day (\$10,000)
- 1.2.2 Coordinate arrangements/set-up, content planning, and delivery of Professional Development – 10 days at \$500/day (\$5000)
- 1.2.3 Coordinate Implementation of currently awarded grant (Consultant as original proposal author) 1.2.3.1, DCJS Restorative Pathways Grant – 5 hours at the rate of \$65 per hour (\$325)
- 1.2.4 Serve as a FCPS Representative with Mental Health and Schools Coalition - January through June 2020 Six months at \$200 per month (\$1200)
- 1.2.5 Serve as Coordinator/Liaison for ongoing projects with community partners supporting emotional/behavioral/mental wellness. January through June 2020 Six months at \$200 per month (\$1200)

1.4 **Method of Ordering/Payment:** The Owner shall utilize Purchase Orders as the method of ordering services to insure that funds are obligated to this contract; each Purchase Order shall indicate the billing address (and shipping address if applicable), time period the PO is valid for, and persons authorized to order goods/services. The Consultant shall submit invoices monthly unless otherwise agreed upon, clearly listing good and/or services provided within that time and using the contract fees as the method of pricing. Invoice must show the Purchase Order number, contract number, date and location of services, name of person providing services, and hours spent at each location providing services. Invoices shall be submitted to the address and contact noted on the Purchase Order. The Owner pays correct, accurate invoices within 45 days as permitted by the Code of Virginia. The Owner's fiscal year is July 1 - June 30. Consultants are

advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.

## SECTION 2: CONTRACT PERIOD

The initial contract period shall commence *January 2, 2020* and expire *June 30, 2020*. This contract may be renewed for two (2) additional full one-year periods, based on the mutual agreement of both parties. Adjustments to the Fee section of this contract may only be negotiated at the time of renewal, which should take place within sixty (60) days of the expiration of that current contract period. The FCPS Procurement Division will document any changes to the contract through a written modification, which both parties shall sign.

## SECTION 3: ADDITIONAL PROVISIONS

- 3.1 **No Sub Consultants:** Consultants shall be advised that they are solely responsible for the services outlined herein; no Sub Consultants may be utilized unless expressly approved in writing by the Owner or Contract Administrator.
- 3.2 **Contract Administration:** The successful completion of the contract will require close coordination with the Contract Administrator. The Contract Administrator, in addition to the duties identified below, shall be responsible for coordinating access to the work-site and scheduling work performed in accordance with the contract documents. The Procurement Division has designated the Assistant Superintendent for Student and Special Education Services as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the Contract.
- 3.3 **Applicable Law and Courts:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Consultant shall comply with applicable federal, state and local laws, rules and regulations.
- 3.4 **Anti-Trust:** By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
- 3.5 **Immigration Reform and Control Act of 1986:** The Consultant certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 3.6 **Anti-Discrimination:** The Consultant certifies to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-

based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

3.7 Assignment of Contract: A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Procurement Manager.

3.8 Changes to the Contract: Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. All modifications to this contract shall be made in writing.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Consultant. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Consultant shall comply with the notice upon receipt. The Consultant shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Consultant accounts for the number of units of work performed, subject to the Owner's right to audit the Consultant's records and/or determine the correct number of units independently; or

3. By ordering the Consultant to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Consultant shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Consultant as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute

resolution process, litigation or any other provision of this contract shall excuse the Consultant from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

- 3.9 **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Owner may have.
- 3.10 **Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools no later than sixty (60) days after final payment; however, written notice of the Consultant's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board within sixty (60) days after submittal of the claim. The Consultant may not institute legal action prior to receipt of the School Board decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board shall be final and conclusive unless the Consultant within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board to render a decision within sixty (60) days shall not result in the Consultant being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board fail to render a decision within sixty (60) days after submittal of the claim, the Consultant may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.
- 3.11 **Protection of Persons and Property:**
- 3.11.1 Consultant shall take every precaution at all times for the protection of persons and property, including Owner employees and property and its own. The Consultant shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of local safety laws, ordinances, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises. Consultant shall maintain at all times, safeguards for the protection of employees and the public.
- 3.11.2 Precaution shall be exercised at all times for the protection of person, including both employees of the Consultant and Owner's representatives, and property, belonging to both Consultant and Owner. The Consultant shall be responsible for any and all damage to Owner's property or equipment caused by Consultant performance; conversely, to extent permitted by law, the Owner shall be responsible for any and all damage to Consultant's property resulting from inappropriate usage of Consultant's facilities.
- 3.12 **Audit:** The Consultant agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited. The Owner, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during said period.
- 3.13 **Insurance Requirements:** By signing this contract, Consultant certifies that it will have the insurance coverage required in the attached Insurance Checklist during the term of the contract. The Owner requires the Consultant to furnish a compliant Certificate of Insurance within five business days of request. The Consultant further certifies that they will maintain the specified coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Owner reserves the right to require the Consultant to furnish certificates of insurance for the coverage required.



- 3.14 **Termination:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party; but if services hereunder are in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Owner and until said services are completed and accepted.
- 3.14.1 **Termination for Convenience:** In the event that the contract is terminated or canceled upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- 3.14.2 **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- 3.14.3 **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and, to the extent funds have been budgeted and appropriated, the Consultant may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract.
- 3.15 **Indemnification:** Consultant shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Consultant or his or her employees, or that of the Sub Consultant or his or her employees, if any; and the Consultant shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Consultant shall, at his or her own expenses, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
- 3.16 **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub Consultant or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.17 Sex Offender Registry Notification: The Consultant shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-Consultants and agents of Consultant.

Prior to starting work and quarterly during performance of the work, the Consultant shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Consultant and Sub-Consultants who are employed on school property by the Consultant or Sub-Consultant.

The Consultant shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Consultant shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this contract.

3.18 Compliance With Federal, State, and Local Laws and Federal Immigration Law: During the term of any contract, the Consultant does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3.19 Asbestos Notification: As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Consultants bear full responsibility to review this material prior to commencing any activity at a school site.

3.20 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONSULTANT  
Carolyn Lamm

OWNER  
Fauquier County School Board

By: Carolyn Lamm

By: Susan R. Monaco  
Susan R. Monaco, CCPO, CPPB

Title: Behavioral & Restorative  
Consultant

Title: Procurement Manager

Date: Feb 26, 2020

Date: 2/27/2020

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required by this contract.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>Not applicable, Sole Proprietor</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
---	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Consultant
---	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
---	8. Other Insurance:	
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County School Board as additional insured</b> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Contract Title.	
<u>X</u>	12. Consultant shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

Revised 4/4/13/Proc/HR



# Fauquier County Public Schools

320 Hospital Drive, Suite 40  
Warrenton, VA 20186-3037  
(540) 351-1000

[www.fcps1.org](http://www.fcps1.org)

One Voice, One Vision: Dream High

## CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Consultant acknowledges that the implementation of this Contract requires Consultant, Consultant's employees, or other persons that will provide services under this Contract to have direct contact with Fauquier County Public Schools' students. Therefore, Consultant hereby certifies that neither Consultant, Consultant's employees, nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Consultant understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Consultant certifies that employees, or any person who will have direct contact with students under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Carolyn Lamm

\_\_\_\_\_  
Type or Print Name and Title of Person  
Authorized to Sign by Consultant

February 26  
2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Authorized by Consultant

Feb 26, 2020  
\_\_\_\_\_  
Date

SOLE SOURCE JUSTIFICATION FORM

One-time sole source:

Extended sole source (ESS) for time period:  1 year contract, plus 2 potential, 1 year renewals thru 6/30/2023

VENDOR: Carolyn Lamm – Vendor # 651366

ADDRESS, PHONE & FAX: 7430 Goshen Court, Manassas VA 20112; 703-298-6499, no fax

BRIEF DESCRIPTION OF GOODS/SERVICES: Coaching/professional development for implementation of positive behavioral/emotional support interventions, Restorative Practices, mental health/trauma responsive supports, use of behavioral data analysis for data-informed decision-making; Supporting implementation of special projects such as the DCJS Restorative Pathways grant, Adventures in Learning (experiential Social Emotional Learning/substance use prevention), Truancy/At-Risk Pilot with Juvenile Justice, TMHFA, Youth Dialogue & Action Plans for addressing concerns of Mental Wellness and Substance Use Prevention

BUDGET CODE: 4-205-061220-1130-300-100

ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE COMMODITY OR SERVICE: \$20,000 per year, Est. future years \$40,000 year, each year.

CHECK THE APPLICABLE JUSTIFICATION AS NOTED BELOW, COMPLETING THE REQUIRED JUSTIFICATION IN THE TEXT BOX IF REQUIRED. FAILURE TO PROVIDE REQUIRED JUSTIFICATION WILL RESULT IN REJECTION OF THE SOLE SOURCE REQUEST.

1.  SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER/PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturer’s written certification that no regional distributors exist AND complete justification in text box below indicating how this good/service was chosen and why.) Click here to enter text.

2.  SOLE SOURCE REQUEST IS FOR THE ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER/PROVIDER AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturers -- not the distributor’s -- written certification that identifies all regional distributors AND complete justification in text box below indicating how this good/service was chosen and why.) Click here to enter text.

3.  THE ITEM IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER OR THE PARTS/ EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Use text box below to explain justification.) Click here to enter text.

4.  NONE OF THE ABOVE APPLIES. (A detailed justification/explanation must be made in the text box below.) Ms. Lamm is an expert in her field, and has a working knowledge of FCPS. She has established a professional, working relationship with FCPS stakeholders.

THE UNDERSIGNED REQUESTS THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT CONTRACT BE AWARDED TO THE VENDOR IDENTIFIED AS THE SUPPLIER OF THE SERVICE OR MATERIAL DESCRIBED IN THIS SOLE SOURCE.

NAME OF DEPARTMENT/DIVISION/SCHOOL: Fauquier County Public Schools.

DEPARTMENT/DIVISION HEAD/PRINCIPAL SIGNATURE: Frank Finn, Asst. Super. of Student/SPED Svcs.

Note: ACTUAL signature required for Sole Source requests of \$50,000 or more; typed signature accepted for under \$50,000.

SOLE SOURCE AUTHORIZATION BY PROCUREMENT DIVISION, ONLY

APPROVED BY PURCHASING: Susan R. Monaco

DATE: 2/27/2020

IF DISAPPROVED, THIS FORM WILL BE RETURNED TO THE ORIGINATOR UNSIGNED WITH AN EXPLANATION.