

CONTRACT FOR EARLY INTERVENTION SERVICES
BETHEL SCHOOL DISTRICT AND PIERCE COUNTY HUMAN SERVICES
DEVELOPMENTAL DISABILITIES
2017-2018 ACADEMIC YEAR

In consideration of the promises and conditions contained herein, the Bethel School District, hereinafter referred to as the "District," and Pierce County Human Services (Developmental Disabilities), hereinafter referred to as the "County," mutually agree as follows:

NATURE AND PURPOSE

- A. The County will directly or indirectly provide early intervention services in accordance with the terms and conditions specified by the:
 - 1. Individuals with Disabilities Education Act (IDEA), Early Intervention Section (Part C), Federal Regulations 34 CFR 303;
 - 2. Early Support for Infants and Toddlers Program Application for Federal Assistance; hereinafter referred to as the "State Application";
 - 3. Early Support for Infants and Toddlers Program WAC Chapter 170-400
 - 4. Early Intervention Services RCW 28A.155.065.
- B. The County will directly or indirectly provide early intervention services to children and families who reside within the District's boundaries, and who meet the eligibility requirements of Part C of the IDEA.

2 SERVICES PROVIDED BY AND RESPONSIBILITIES OF THE COUNTY

- A. The County will directly or indirectly ensure each child's eligibility and the provision of early intervention services, in accordance with ESIT Policies and Procedures and WAC 170-400.
- B. The County will directly or indirectly ensure that providers of early intervention services under this Agreement meet the requirements of law applicable to persons providing such services, including but not limited to the completion of criminal background checks and/or fingerprints, and the requirement to maintain any state license, certification, or registrations required under the State Application for the profession or discipline in which the person is providing the early intervention services.
- F. Early Intervention Services will be provided twelve (12) months of the year and may include:
 - 1. Assistive Technology Device
 - 2. Assistive Technology Service
 - 3. Audiology
 - 4. Family Training, Counseling, and Home Visits
 - 5. Health Services
 - 6. Medical Services Only for Diagnostic or Evaluation Purposes
 - 7. Nursing Services
 - 8. Nutrition Services
 - 9. Occupational Therapy
 - 10. Physical Therapy
 - 11. Psychological Services
 - 12. Service Coordination (Family Resources Coordination)

13. Sign Language and Cued Language Services
14. Social Work Services
15. Special Instruction
16. Speech/Language Pathology
17. Transportation and Related Costs
18. Vision Services

3 RESPONSIBILITIES OF THE BETHEL SCHOOL DISTRICT

- A. The District shall maintain the overall administrative responsibility for managing the duties associated with the state's count of eligible students (P223H) for accessing state special education dollars.
- B. The District shall appoint a school representative who will serve as the liaison between the District and the County. The District representative will be notified by the FRC, and invited to attend Individual Family Service Plan (IFSP) transition meetings, and staffing discussions related to services provided for children who reside within the District's boundaries and who are receiving services under this Agreement.
- C. In the event that the District chooses to enroll a child into Part B services prior to the child's third birthday, the District agrees to notify the County of Part B enrollment no later than the twentieth (20th) day of the preceding month. Notification shall be made via e-mail to pcfrc@co.pierce.wa.us.

4 FEES AND BILLING PROCEDURES

- A. The District will pay the County a fee per month, per child, based on the District's per child OSPI Age 0-2 Special Education Allocation and an administrative indirect rate of 5%. The Participating Child fee will be billed for each student enrolled in the district with a current IFSP on the first (1st) school day of each billing month.
 1. The District will pay the County for early intervention services provided to each child, per month, using the following calculation:
 - a. \$750 per child, per month.
- B. No later than the third (3rd) school day of the month, the County will provide the District with a monthly Qualified Student List, containing the name of each child with a current IFSP who is enrolled in the district.
- C. The County will invoice the District on a monthly basis, after the District and the County mutually reconcile the District's child count list. Reconciliation will be certified by the District on the fifth (5th) school day of the month.
- D. The District will not approve retroactive bills for children omitted for more than one (1) month.
- E. Upon request, the County will provide service information/data to the District; this information will be provided within forty-five (45) calendar days following the month in which services were provided to the child.
- F. The District shall remit payment to the County in a timely fashion. Final billing statements shall be received by the County no later than July 18, 2018.

5 LATE REFERRALS

- A. In the event that the County receives a referral for a child who will turn three (3) in forty-five (45) days or less, the County will provide the child's family with appropriate contact information for the District, so that the family may contact the District directly.

6 TRANSITION FOR INDIVIDUAL CHILDREN

- A. Each child will begin the transition to public school at least six (6) months, but not more than nine (9) months, prior to his/her third birthday. The District and the County will follow the requirements of Part B and Part C of the Federal IDEA, respectively. Transition meetings must occur ninety (90) days prior to the child's transition.

7 ADMINISTRATION OF THE PROGRAM

- A. The County and District will work cooperatively with the representatives of each party to implement the services provided under this Agreement.
- B. The County and District will maintain accurate and complete records of programs and services provided pursuant to this Agreement. For each child enrolled under this Agreement, these records shall include, but not be limited to:
 - 1. Documentation of eligibility
 - 2. Current IFSP
 - 3. Evidence of enrollment
 - 4. Evidence of provision of services
- C. Upon request, the County will provide documentation related to the delivery of early intervention services to a child. The District shall also have the right to audit all records at a time mutually convenient to the parties.
- D. The County will assist the District in responding to requests for additional information, as required by the Office of Superintendent of Public Instruction (OSPI).
- E. Upon request, the County shall provide the District with written copies of policies and other compliance documents related to health, safety, and program administration.
- F. The County and District affirm their compliance with state and federal regulations governing their status as an employer and a provider of early intervention services; the County will not engage in discriminatory practices, including but not limited to those practices which are prohibited on the basis of race, creed, color, national origin, sex, or presence of any sensory, mental, or physical disability, age, or marital status.
- G. The County and District affirm their commitment to provide a weapons-free, smoke-free, and drug-free environment.
- H. The District and the County mutually agree to safeguard the personally identifiable information of children and/or families receiving early intervention services. In the event that personally identifiable information is lost, stolen, or otherwise compromised by the District or the County, the parties mutually agree to notify families, in writing, within one (1) business day of becoming aware of such an event. Notification shall be provided in the form of a single notice, signed by the appropriate representative of the County and the District.

8 TERM AND MODIFICATIONS OF AGREEMENT

- A. This Agreement shall be effective from September 1, 2017 to August 31, 2018.
- B. This Agreement may be modified, altered, extended, or terminated only by mutual written agreement.
- C. In the event that this Agreement is terminated for any reason, the District understands and agrees that the District retains its obligations as outlined in RCW 29A.155.065 and WAC 170.400

9 DISPUTE RESOLUTION

- A. The parties agree that any dispute may be resolved via direct negotiation between the parties, or with the assistance of a mediator. When mediation is required, the parties agree to cooperate in the completion of mediation.

10 INDEMNIFICATION AND HOLD HARMLESS

- A. Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. The County and the District shall cooperate in the defense of tort lawsuits, when possible.

11 INSURANCE

- A. Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with service provided under this Agreement.
- B. Upon request, each party shall provide proof of Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage or self-insurance.

**PIERCE COUNTY
AGREEMENT SIGNATURE PAGE**

Pierce County Agreement No. AWD-100330

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) indicated below:

DISTRICT:

Sally Keeley 8-24-17
District Signature Date

Signer's Name: Sally Keeley

Signer's Title: Director of Support Services

District Name: _____

Bethel School District

Street Address: _____

516 176th Street East

Mailing Address:
SAME AS ABOVE

Contact Name: Sally Keeley

Contact Phone: (253) 683-6922/3

Federal Tax ID: 91-0832829

PIERCE COUNTY:

Reviewed By: Phil Pettyman 10/31/17
Prosecuting Attorney (as to form only) Date

Ray Bohner 11/14/17
Finance Date

Approved By: [Signature] 31 Oct 17
Peter Ansara Date
Director, Human Services

[Signature] 11/17/17
County Executive Signature Date
(\$250,000 or more)

