

2009-2012 School Years

Enhanced services for students and families served through the Skagit Discovery Program

A Collaborative Interagency Agreement between Northwest Educational Service District 189 and Catholic Community Services WW/NW

I. General Terms of Services

This service agreement is entered into between the Northwest Educational Service District 189(NWESD) and Catholic Community Services WW-NW (CCSWW/NW) to implement a collaborative education and mental health service program designed to assist children and families served by NWESD through the Skagit Discovery program.

The focus of this project is directed toward providing mental health Comprehensive Community Support services. CCSWW/NW will provide a Case Manager for 18 hours per week during the program school year.

CCSWW/NW will provide Comprehensive Community Support (Case Management) services for all children in Skagit Discovery Program including those who are concurrently enrolled in the mental health system with CCS. The Comprehensive Community Support staff will work under the on-site supervisor at Discovery School. CCSWW/NW will provide clinical supervision for this Comprehensive Community Support staff on a regular basis, clinical consultation and staffing regarding cases, professional training and oversight, quality oversight of clinical processes, psychiatric consultation and general employee oversight.

The duties of the Comprehensive Community Support position include:

- Helping to link families with needed resources through referral and direct support
- Collaborating with other mental health and social services agencies
- Assisting in group therapy
- Providing parenting guidance and support
- Assisting in developmental and functional assessments
- Coordinating transition/mainstreaming plans for students
- Providing direct individual behavioral counseling
- Conducting home visits in support of the therapeutic plan
- Assisting classroom staff in implementing behavior management plans
- Assisting students with transition into other services

CCSWW/NW will work collaboratively with NWESD in the provision of Comprehensive Community Support services for children seen in the Skagit Discovery program. Other medically necessary services will be provided to eligible services recipients as appropriate through regular mental health programs operated by CCSWW/NW at no additional cost to NWESD.

II. Fiscal Agreements

NWESD will pay CCSWW/NW monthly at the rate of:

- \$3,365 for each of the 10 months this program is in place for the 2009-2010 school year
- \$3,533 for each of the 10 months this program is in place for the 2010-2011 school year
- \$3,702 for each of the 10 months this program is in place for the 2011-2012 school year

Payment will be at the end of each month Enhanced services for students and families served through the Skagit Discovery Program provided that NWESD receives an appropriate invoice by the 10th of that month. Invoicing received past the 10th day of any given month will be paid within 30 calendar days.

III. Termination

It is recognized that this agreement is entered into voluntarily by all parties. It is similarly recognized that all parties will make a good faith effort to implement programs and services as described in the attached program description. Notwithstanding, at the discretion of any party, they may withdraw from this collaborative effort by giving sixty (60) days prior notice to the other parties.

IV. Travel

Reimbursement for the use of a private vehicle shall be consistent with NWESD 189 Policy 6213 and shall be in accordance with the provisions and at rates established by the Office of Financial Management (OFM 10.90.20), with the following provisions:

- Skagit Discovery Program, located at 1103 McGaringle Road, Sedro-Woolley, WA 98284 is the official work station. No reimbursement is made for regular commute miles.
- NWESD will reimburse CCSWW/NW for travel by the case manager that exceeds twenty mile radius from the Skagit Discovery program. The travel must be pre-approved by the program administrator and directly related to the provision of case management services.
- The case manager will be required to submit pre-approved mileage reimbursement to NWESD by the 10th of each month following reimbursement claim. Reimbursement for the use of a private vehicle shall be consistent with NWESD 189 Policy 6213 and shall be in accordance with the provisions and at rates established by the Office of Financial Management (OFM 10.90.20).

V. Relationship of Parties

CCSWW/NW shall perform the services under this Agreement as an independent contractor and not as an agent or employee of NWESD. All CCSWW/NW staff employed under this Agreement shall have valid criminal background checks on file prior to performing any function for and/or within NWESD. The parties agree that neither CCSWW/NW nor its employees are entitled to any benefits or rights enjoyed by employees of NWESD.

CCSWW/NW provides assurance by executing this agreement with NWESD that employees and volunteers of CCSWW/NW who will have regularly scheduled unsupervised access to children shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the federal bureau of investigation. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. If Enhanced services for students and families served through the Skagit Discovery Program the applicant has had a record check within the previous two years, CCSWW/NW may waive the requirement.

VI. Indemnification

CCSWW/NW shall indemnify, defend, protect and hold harmless the NWESD, its agents, employees and volunteers from and against all claims, suits and/or actions arising from any negligent or intentional act or omission by the CCSWW/NW, officers, officials and employees while performing this contract.

The NWESD shall indemnify, defend, protect and hold harmless the CCSWW/NW, its agents, employees and volunteers from and against all claims, suits, and/or actions arising from the negligent acts or omissions of the NWESD, its officers, officials and employees while performing this contract.

VII. Suspension and Debarment

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of

this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

VIII. Applicable Law

This Agreement shall be governed by the laws of the State of Washington.

IX. Severability

If any provision of this Agreement is found by a court to be invalid, unenforceable or contrary to applicable law, the remainder of the Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected and shall continue in force and effect.

X. Effective Date and Duration

This Agreement shall commence September 1, 2009 and shall terminate August 31, 2012 with discussions for renewal to take place in April of 2012. This agreement will be annually renewed between the above dates.

This agreement is executed by the persons signing below, who warrant that they have the authority to execute this agreement.

Northwest Educational Service District 189

Northwest Educational Service District 189


Special Programs & Services Director 8/6/09
Date


Superintendent 8/23/09
Date

Catholic Community Services WW/NW


Administrator Signature 8/19/09
Date