

2012-2015 School Years

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

A Collaborative 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 counseling and mental health case management services as is described in the attached program description: "Enhanced Services for Students and Families Served through Skagit Discovery." CCSWW/NW will provide a case manager for 11 hours per week during the program school year.

CCSWW/NW will work collaboratively with NWESD in the provision of case management services for children seen in the Skagit Discovery program. Other medically necessary services (as described in the attached document "Enhanced Services for Students and Families Served through the Skagit Discovery") will be provided to eligible service recipients as appropriate through regular mental health programs operated by CCSWW/NW.

II. FISCAL AGREEMENTS

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

- \$2,265.00 for each of the 10 months this program is in place during 2012-13
- \$2,378.30 for each of the 10 months this program is in place during 2013-14
- \$2,497.20 for each of the 10 months this program is in place during 2014-15

Payment will be at the end of each month provided that NWESD receives an appropriate invoice by the 10th of that month.

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

NWESD will reimburse CCSWW/NW for travel by the case manager that exceeds a 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.

Reimbursement for the use of a private vehicle shall be the mileage rate established by the Office of Financial Management (OFM 10.50.45).

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 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, its 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, 2012 and shall terminate August 31, 2015, with discussions for renewal to take place in April of 2015.

This agreement, consisting of these four pages, plus the four-page program description attached as Appendix A, is executed by the persons signing below, who warrant that they have the authority to execute this agreement.

Northwest Educational Service District 189 *JW*
Judy Mitchell *8-9-12*
Special Programs & Services Director Date

Northwest Educational Service District 189
A. W. Rubin *8/10/12*
Superintendent Date

Catholic Community Services WW/NW
Kathy *Chief of Operations 6/11/12*
Signature Date