

# CONTRACT

## BETWEEN

Northwest Educational Service District 189  
(Hereinafter referred to as NWESD)

1601 R Ave, Anacortes, WA 98221

(360) 299-4000

FAX (360) 299-4070

Contract No:

AR201314-002

NWESD Account Code:

TBD

AND Mount Baker School District  
Name (Hereinafter referred to as Client)

4956 Deming Road

Address

Deming

WA

98244

City

State

Zip

Phone:

360-383-2000

FAX:

360-383-2009

In consideration of the promises and conditions contained herein, NWESD and the Client do mutually agree as follows:

### I. PURPOSE

The purpose of this Contract is to provide behavioral health intervention and treatment services for students in the Mount Baker School District- grades K -12. The services will be community based, school connected, culturally competent, developmentally appropriate and accessible to families. Use of Evidence Based Programs is required.

### II. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the **NWESD** shall provide all labor, materials and equipment necessary for:

1. See "Exhibit A" Specific Terms and Conditions in regard to NWESD responsibilities..

In accordance with this Contract, the **Client** shall provide support by designating a contact person to serve as a liaison related to the Mental Health Services Program (MHSP), providing appropriate MHSP facilities within its community, providing secure and private office space; which includes a phone line and internet access, and making designated staff time available for MHSP referral training and assure that it is implemented with fidelity.

Additionally, the **Client** will provide support in the form of meeting rooms, staff time to process referrals with fidelity, and general office supplies.

### III. TERM OF THE CONTRACT

The start date of this Contract is the later of September 23<sup>rd</sup> 2013 (Date) or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2014 (Date), unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

### IV. CONTRACT OBLIGATION

The Client shall pay an amount not to exceed \$25,000.00 for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the

"Responsibilities of NWESD". This amount includes all related costs, including but not limited to, lodging, travel, meals, materials, and shipping.

**V. PAYMENT PROVISIONS**

All payments to the NWESD shall be conditioned upon:

1. The Client or its designee determines that the services or goods provided by the NWESD are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The NWESD timely submits to the Client Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
3. Any date(s) specified herein for payment(s) to the NWESD shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following delivery of satisfactory services or goods and receipt of the appropriate invoices, whichever occurs later.

**VI. CONTRACT MANAGERS:**

<b>NWESD Contract Manager</b>		<b>Client Contract Manager</b>	
Name:	Jodie Ann DesBiens	Name:	Ian Linterman
Address:	1601 R. Avenue Anacortes, WA. 98221	Address:	4956 Deming Road Deming, WA 98244
Phone:	425-879-8810	Phone:	360-383-2000
Fax:	360-299-4070	Fax:	360-383-2009
Email Address:	idesbiens@nwesd.org	Email Address:	ilinterman@mtbaker.wednet.edu

**VII. NONDISCRIMINATION/ANTI-HARASSMENT**

In performing its obligations under this contract, the Client shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

**VIII. GOVERNING LAW/VENUE**

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

**IX. INDEMNIFICATION/HOLD HARMLESS**

The Client indemnifies and shall defend and hold the NWESD, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against the NWESD that are related to the Client's obligations or performance under this Contract. The Client shall timely reimburse the NWESD for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by the NWESD as a result of such third-party claims, actions, liens, suits or proceedings.

## **X. TERMINATION**

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the Client. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the Client as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination, the NWESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

## **XI. OTHER ASSURANCES**

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Contract during the term of this Contract.

## **XII. ASSIGNMENT**

Neither this Contract nor any interest therein may be assigned by the Client without first obtaining the written consent of the NWESD.

## **XIII. DEFAULT**

The Client shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the Client was false or misleading when made or subsequently becomes so;
2. The Client fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the Client receives a notice to cure from the NWESD or its designee;
3. The Client files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
4. After the termination of the Contract, the Client continues to use any of the NWESD's intellectual property.

## **XIV. BREACH/DEFAULT WAIVER**

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

## **XV. REMEDIES FOR DEFAULT**

If the Client is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of \$50.00 for each day that the Client improperly or without permission uses the NWESD's intellectual property;

4. Consequential and incidental damages to the NWESD from the Client's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

#### **XVI. SEVERABILITY**

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

#### **XVII. HEADINGS**

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

#### **XVIII. INTEGRATION/MODIFICATION**

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or counteroffers relating to the subjects treated in this Contract. The parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the parties or their respective, authorized representatives.

#### **XIX. NOTICES**

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in the Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

#### **XX. FORCE MAJEURE**

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

## **XXI. BACKGROUND CHECKS**

By executing this Contract with the Client, the NWESD represents and warrants that each of its employees or agents 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 before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

## **XXII. COPYRIGHTS**

The NWESD reserves all right, title and interest in and to the copyrights it owns, unless otherwise expressly granted to the Client under the Contract. Nothing in the Contract shall be construed to convey any right, title or interest in or to the NWESD's copyrighted works to the Client beyond the use expressly permitted by the Contract. The Client shall have no claim, right, title or interest in or to the goodwill associated with the NWESD's copyrighted works, now or in the future. The Client shall never contest any aspect of the NWESD's intellectual property rights in and to the NWESD's copyrighted works, the goodwill associated with those works or the validity of any license to use those works granted under this Contract. Further, the Client shall reasonably assist the NWESD in protecting and maintaining copyrights owned by the NWESD, including without limitation furnishing samples, signing declarations or providing notice or testimony of infringement of which the Client becomes aware. As to any copyrighted works that the Client owns, the Client represents and warrants that it exclusively owns its copyrighted works; there are no claims, judgments or settlements related to its copyrighted works; and its copyrighted works do not infringe any third-party's rights.

## **XXIII. CRIMES AGAINST CHILDREN**

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

## **XXIV. DISPUTE RESOLUTION**

If a dispute regarding this contract arises between the Client and the NWESD, then the Client will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

## **XXV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

NWESD agrees that it may create, have access to, or receive from or on behalf of the Client, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). NWESD represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the Client in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

**XXVI. SUSPENSION AND DISBARMENT ASSURANCES**

The NWESD certifies, and the Client relies thereon in execution of this Contract, that neither it 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. Further, the NWESD agrees to provide the Client immediate written notice if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The NWESD's certification via the execution of this Contract is a material representation of fact upon which the Client has relied in entering into this Contract. Should the NWESD determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the Client may terminate this Contract in accordance with the terms and conditions therein.

**XXVII. SIGNATURES/APPROVALS**

The undersigned represent and warrant that they are authorized to enter into this Contract on behalf of the parties.

Gerald W. Jenkins 10/10/13  
Dr. Gerald W. Jenkins, Superintendent Date  
Northwest Educational Service District 189

Surt 10/1/13  
Contractor, TITLE Date  
ENTITY

Reviewed:

Program Manager JP

Fiscal CB

**PLEASE SIGN, DATE AND RETURN TWO ORIGINALS OF THIS CONTRACT TO:**

NWESD Contact Name: Jane Morgan  
Northwest Educational Service District 189  
1601 R Avenue  
Anacortes, WA 98221  
Contact Phone: 360-299-4066

A countersigned original will be returned.

## **Exhibit A— Specific Terms and Conditions**

### **I. Services**

NWESD shall provide community-based, school connected, behavioral health interventions and treatment by master's level therapists to children in grades K-12 and their families in the Mount Baker School District. Services shall be culturally competent and developmentally appropriate.

#### **A. Target Population**

1. Children identified with behavioral, social or emotional problems that could include loss and grief, substance abuse, withdrawal and loneliness, anxiety, anger outbursts, histories of trauma.
2. Children whose families are open to referral services. If in the opinion of the therapist engagement in service would potentially decrease service effectiveness to client(s) or place the child at risk due to family dysfunction, alternative programming may be implemented, provided such services are developmentally appropriate.

#### **B. Direct face-to-face client-based services:**

1. individual treatment services;
2. group treatment services;
3. family treatment services;
4. staff and teacher consultation; and,
5. care coordination as clinically indicated.

#### **C. Staffing:**

1. one (.2) part time equivalent (PTE) master's level licensed children's mental health specialist;
2. adequate program management;
3. program evaluation; and,
4. administrative support.

#### **D. NWESD shall use evidence-based programs, including, but not limited to, Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Motivational Interviewing (MI).**

#### **E. Services shall incorporate Systems of Care Principles, be client-driven, and include family engagement/ involvement.**

#### **F. Referral Process: Referrals will be accepted from family members or guardians, schools, community agencies and providers, including healthcare providers and individual community members. Referrals will be coordinated by using written protocols, which shall be monitored for adherence and evaluated for effectiveness. Referrals will funnel through the Program Manager who will review, triage and assign to a clinician as appropriate.**

##### **1. Referrals will include:**

- a. program eligibility including screening for access to private insurance and Medicaid eligibility;
  - b. school-related indicators, including previous behaviors and counseling, referrals, grades, and attendance; and
  - c. *Strengths and Difficulties Questionnaire*; and
  - d. other necessary and relevant information.
2. Individuals who do not meet screening criteria will be referred to other community resources and advised of the appeals process.
  3. The Program Manager will work with assigned clinician to develop assessment process which will usually include the Child & Adolescent Level of Care Utilization Systems (CALOCUS), Child and Adolescent Needs and Strengths (CANS), as well as the Global Appraisal of Individual Needs – Short Screeners (GAIN-SS), as needed.

4. Access to Care Standards:
  - a. all referrals will be reviewed within three (3) working days; and,
  - b. first meetings will be offered within ten (10) working and/or fourteen (14) days of referral receipt.
5. NWESD will conduct screening and referral procedure training(s) for school personnel.
- G. Service hours will be allocated flexibly in order to support the needs of children and their families and may be adjusted as needed.
- H. Services shall be provided at both community (non-school) and school sites. When the Program Manager confirms the recommendation of the therapist that therapy at school for a student is not appropriate, or not accessible to families, services shall be provided in a community setting.
- I. NWESD shall collaborate with the school district and building principals as appropriate to locate facility space for provision of service at no charge to NWESD. NWESD shall provide support services and referral to mental health or other treatment programs, including assistance with the application and eligibility paperwork necessary to receive public mental health benefits and other outside services.
- J. Services shall be coordinated with educational programs and other school-based services to avoid duplication of services or excessive conflicts with class schedules. Program staff will coordinate with school counselors, psychologists, nurses, teachers, and administrators, as well as families and service providers, when planning intervention strategies.
- K. Data Collection and Evaluation: Services will incorporate:
  1. school data;
  2. *Child and Adolescence Needs and Strengths (CANS)* data;
  3. *Strength and Difficulties Questionnaire* data;
  4. clinical data; and,
  5. satisfaction survey feedback.

## II. Reporting

- A. Monthly reports will include, but not be limited to, the number of:
  1. students served;
  2. accepted referrals;
  3. no-shows;
  4. students exiting services, including treatment completers and non-completers;
  5. referrals to Medicaid mental health services following intake;
  6. unduplicated clients served;
  7. treatment hours, including individual, family, and group hours;
  8. staff and teacher consultation hours; and,
  9. care coordination hours.
- B. Quarterly reports will include, but not be limited to:
  1. the number and percentage change in discipline referrals;
  2. pre/post treatment change on *Strengths and Difficulties Questionnaire* subscales including:
    - a. conduct,
    - b. peer relations,
    - c. pro-social behavior, and
    - d. emotions;



3. pre/post treatment changes in:
    - a. GAIN-SS,
    - b. CANS,
    - c. unexcused absence rate,
    - d. assignment completion rates, and
    - e. CALOCUS scores; and,
  4. a summary narrative of program successes and challenges, including steps taken to address challenges.
- C. Annual reports will include, but not be limited to:
1. compilation of any pre and post-test outcome data gathered year to date; and,
  2. final progress report that includes performance goals delineated in item III, below.

**III. Performance Goals**

- A. Reduced behavioral issues.
- B. Increased social skills.
- C. Increased emotional resiliency.
- D. Reduced substance use.
- E. Increased attendance.
- F. Increased academic engagement.
- G. Increased individual functioning.