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11331-17-SSD

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

SEQUIM SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Sequim School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1.

Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Sequim School District to perform as described in **Attachment A.**

Section 2.

Term

This Agreement shall commence on September 1, 2017, and will terminate on August 31, 2018.

Section 3.

Scope of Work

The District agrees to participate in the services, identified on **Attachment A.**

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A.**

Section 4.

Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$40,000.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$40,000.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2018. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services. No invoices received more than 60 days following the end of the month of service will be paid.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7f.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or

agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Timothy Bruce, Health & Human Services Planner, 111 E. 3rd Street, Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The Contractor shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 10. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 12. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 13. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 14. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E. 3rd Street
Port Angeles, WA 98362
Attention: Timothy Bruce

If to the District:

Sequim School District
503 N. Sequim Ave.
Sequim, WA 98382
Attention: Gary Neal, Superintendent

Either party may change its address for notice by providing written notice to the other party.

Approved this 12 day of September, 2017

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Mark Ozias 9/12/17
Mark Ozias, Chair

ATTEST:
Loni Groves 9/12/17
Clerk of the Board Loni Groves

Approved as to form only by: 8/15/2017
David Alvarez
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

Approved this 31 day of August, 2017

Gary Neal
Gary Neal
Superintendent
Sequim School District

Rich Fischer
08/31/17
Exec Director
Finance + Ops

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of eighteen and twenty-one, with a specific focus on the last two years of school.

Transition Services:

District:

The District will be responsible for the overall coordination of activities for eligible Sequim School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - a. Student has accessed the District's on and off campus and community vocational opportunities.
 - b. Student's DDD eligibility is confirmed.
 - c. Student is between the ages of 18-21, with a priority of those students in their final two years of high school.
 - d. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - e. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - f. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - g. A Transition Service Level Request for each student for the school year from September 1 until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.

2. Team Meeting and notification to the student's chosen vocational provider.
 - a. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - b. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - c. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - d. Contractual services formally begin.

- e. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.
3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - a. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - b. Discuss and determine roles of participants.

County:

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Sequim School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Sequim School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Sequim School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Sequim School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - a. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;

- b. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
- c. Develop individualized vocational services plan when needed;
- d. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
- e. Work closely with District staff for purposes of transportation needs (Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and
- f. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:
 - 1. Direct service hours to the student.
 - 2. Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
 - 3. Student's wages earned.
 - 4. Hours worked.
 - 5. Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- a. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

1. Clallam County will provide these services at no cost to the Sequim School District.

Employment Services

1. Standard rates:
- Maximum of 20 hours per month of support provided to individual student.
 - \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.
2. Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

1. Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- b. The County will provide student monthly written progress reports according to County specified format with each invoice.