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07/24/07

**CONTRACT FOR TRANSITION PLANNING SERVICES
BETWEEN
SEQUIM SCHOOL DISTRICT
AND
CLALLAM COUNTY COUNTY HEALTH & HUMAN SERVICES**



Clallam County Health & Human Services hereinafter called **Contractor**, and Sequim School District, hereinafter called **District**, agree as set forth in this Contract, including:

(General Conditions), pages 2 to 4, Exhibit A (Scope of Work), pages 5 to 6, Exhibit B (Compensation), page 7, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Contract shall commence on the 1st day of September, 2007 and shall, unless terminated or renewed elsewhere in the Contract, terminate on the 30th day of June, 2008.

The maximum consideration for the initial term of this contract or for any renewal term shall not exceed \$ 40,000.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraph 5, are totally and fully part of this contract and have been mutually negotiated by the parties.

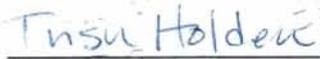
IN WITNESS WHEREOF, the parties have executed this Agreement this 24th day of July, 2007.
4h

CONTRACTOR:

BOARD OF CLALLAM COUNTY COMMISSIONERS:


Stephen P. Tharinger, Chair

ATTEST:

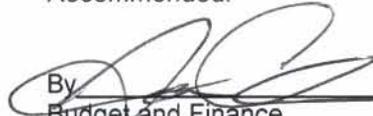

Trish Holden, CMC, Clerk of the Board

APPROVED AS TO FORM:

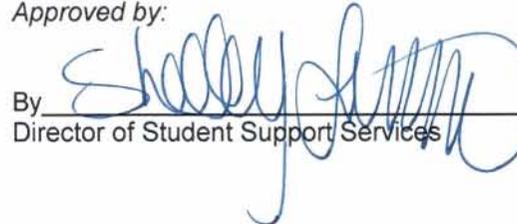

Mark Nichols, Chief Deputy Prosecuting Attorney

DISTRICT:

Recommended:

By  Date 6-19-07
Budget and Finance

Approved by:

By  Date 06/04/07
Director of Student Support Services

GENERAL CONDITIONS

1. Scope of Contractor's Services:
The Contractor agrees to provide to the District services and any materials set forth in the project narrative identified as Exhibit "A" during the contract period. No material, labor, or facilities will be furnished by the District, unless otherwise provided for in this Contract.
2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the District, payment shall be based upon billings.

Where required, the District shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly. The final payment request will be submitted to the District no later than July 15th.
3. Confidentiality:
The parties shall use personal information and other confidential information gained by reason of the Contract only for the purpose of that Contract. The District and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of personal information except as provided by law or with the prior written consent of the person to whom the personal information pertains.
4. Disputes
Differences between the Contractor and the District, arising under and by virtue of the Contract Documents shall be brought to the attention of the District at the earliest possible time in order that such matters may be settled or submitted to mediation. When mediation is required, both parties agree to cooperate in the completion of mediation.
5. Indemnification and Hold Harmless:
Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract.
6. Insurance:
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.
7. Modifications:
Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. Regulations and Requirement:
This Contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "A."
9. Right to Review:
This contract is subject to review by any Federal or State auditor. The District or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient. The Contractor shall preserve and maintain financial records and records relating to the performance of work under this Contract for six (6) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request.

Contractor Name: Clallam County Health & Human Services

10. Severability:
If any term or condition of this contract is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
11. Subcontracting:
The Contractor may subcontract services to be provided under this Contract, unless otherwise specified in Exhibit "A". The Contractor shall be responsible for the acts and omissions of its subcontractors.
12. Termination Due to Change in Funding:
If the funds upon which the District relied to establish the Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the District may terminate the Contract by providing at least five (5) business days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination
13. Termination for Convenience:
The District may terminate this Contract in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving the District at least thirty (30) calendar days' written notice.
14. Termination for Default:
The District may terminate the Contract for default, in whole or in part, by written notice to the Contractor, if the District has a reasonable basis to believe that the Contractor has:
 - a. Failed to meet or maintain any requirement for contracting with the District;
 - b. Failed to perform under any provision of this Contract;
 - c. Violated any law, regulation, rule, or ordinance applicable to this Contract; and/or
 - d. Otherwise breached any provision or condition of this Contract.

Before the District may terminate this Contract for default, the District shall provide the Contractor with written notice of the noncompliance with the contract and provide the Contractor a reasonable opportunity to correct the noncompliance. If the Contractor does not correct its noncompliance within the period of time specified in the written notice of noncompliance, the District may then terminate the agreement. The District may terminate the agreement for default without such written notice and without opportunity for correction if the District has a reasonable basis to believe that a client's health or safety is in jeopardy.

The Contractor may terminate this Contract for default, in whole or in part, by written notice to the District, if the Contractor has a reasonable basis to believe that the District has:

- a. Failed to meet or maintain any requirement for contracting with the Contractor;
- b. Failed to perform under any provision of this Contract;
- c. Violated any law, regulation, rule, or ordinance applicable to this Contract; and/or
- d. Otherwise breached any provision or condition of this Contract.

Before the Contractor may terminate this Contract for default, the Contractor shall provide the District with written notice of District's noncompliance with the Contract and provide the District a reasonable opportunity to correct noncompliance. If the District does not correct its noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

15. Termination Procedure:
The following provisions apply in the event this Contract is terminated:
 - a. The Contractor shall cease to perform any services required by the Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

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- b. The Contractor shall promptly deliver to the District contact person (or to his or her successor), all the District assets (property) in the Contractor's possession. Upon failure to return the District property within ten (10) working days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the District's that is in the possession of the Contractor pending return to the District.
- c. The District shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The District may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the District.
- d. If the District terminates the contractor for default, the District may withhold a sum from the final payment to the Contractor that the District determines is necessary to protect the District against loss or additional liability. The District shall be entitled to all remedies available at law, in equity, or under the contract. If it is later determined that the Contractor was not in default, or if the Contractor terminated the Contract for default, the Contractor shall be entitled to all remedies available at law, in equity, or under the Contract.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Thurston. This Contract shall be governed by the law of the State of Washington.

17. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor 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 Districts 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.*

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

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.

Contractor:

The Contractor will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Sequim School District for eligible. The Contractor 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. Provide 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 and other supports; and
 - f. Provide monthly written progress reports to the Sequim School District and 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.

EXHIBIT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- a. The Contractor 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.
\$ 600.00/month per student

2. Specialized rates for intensive support needs:

- Minimum 10 hrs per week of 1:1
or 20 hrs per week for 2 students:1 staff \$ 850.00/month per student

A ratio of 2 students to 1 staff can only be used for vocational exploration and job tour activities. Supports during job placement (paid or unpaid) are on a 1:1 basis only.

- Minimum 15 hrs per week of 1:1 \$1,250.00/month per student
- Minimum 20 hrs per week of 1:1 \$1,680.00/month per student

3. 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 Contractor will provide student monthly written progress reports with each invoice.