**HIGHLINE SCHOOL DISTRICT NO. 401**

**Health Partnership Agreement**

**PARTIES TO Partnership Agreement:**

PARTNERSHIP AGREEMENT

BETWEEN

HIGHLINE SCHOOL DISTRICT NO. 401

AND

Partner Organization.

This Partnership Agreement is entered into between Highline

School District No. 401 (hereinafter referred to as the “District”) and Partner Organization (hereinafter referred to as the Partner Organization) during the period of

start to end date.

NOW, THEREFORE, THE DISTRICT AND PARTNER ORGANIZATION AGREE AS FOLLOWS:

**SECTION I:**

**Scope of Services**

(Insert full description of scope of services and mission of Partner Organization. Include full information on services Partner Organization will provide and resources Partner Organization will use to provide services. Also outline expectations of the school/district to carry out this partnership).

**General Terms and Conditions**

**A. Services to be performed:**

(This needs to be specific in nature and outline deliverables from the Partner Organization as described in the proceeding “Scope of Services”.)

Programming details:  Click or tap here to enter text.

Day(s) of the week:   Click or tap here to enter text.

Time(s):  Click or tap here to enter text.

School Locations:    Click or tap here to enter text.

Number of Students Served:   Click or tap here to enter text.

Duration of Program: Click or tap here to enter text.      to    Click or tap here to enter text.

Highline School Staff Point of Contact(s): Click or tap here to enter text.

1. **Services to be performed**

Provider agrees to and will perform the following services:

 Behavioral Health Services

☐ Behavioral Health therapy/counseling with therapeutic goals that require a greater length of time or intensity than can be accomplished by the School Counselor in the school setting.

☐ Behavioral Health services may be delivered in:

☐ individual, ☐ group, and/or ☐ family formats.

The therapist/counselor and the School Counselor will work collaboratively to determine specific formats based on clinical assessment and resource availability.

☐ Consultation with family members, teachers, collaterals, and other child serving systems as deemed clinically necessary and relating to the Behavioral Health treatment of the enrolled student will be provided as a part of these services to ensure student support at the school.

1. **Referral process**

Student shall be referred to services according to the schools’ referral process, utilizing Provider’s Referral Form.

 Behavioral Health Services

 ☐ Initial intake assessment may be conducted at the Provider office or

☐ Initial intake assessment may also be conducted on-site if it better accommodates the needs of a student and their family. On-site intake assessment requires that:

* 1. The Provider shall arrange the appointment date and time for intake assessment of a student based on the available times provided by the Provider, as coordinated by the School Counselor. Please select intake formats below:

☐ In-person

☐ Telehealth

☐ Both

A parent or legal guardian must accompany the student, if the student is younger than 13 years of age, during the intake assessment.

Written parent permission for counseling at school shall be provided each school year. If a student is over 13 years of age, the student may request these services without parental consent, pursuant to RCW 71.34.530, RCW 71.34.340 and RCW 70.96A.096, 230 and described in:

<http://depts.washington.edu/hcsats/PDF/guidelines/Minors%20Health%20Care%20Rights%20Washington%20State.pdf>

* 1. It is the intent of this agreement to have Behavioral Health services available to students in the school setting in such a way that adults who influence the life of the student seeking help are working together to reduce and/or remove any barriers to learning, support his/her academic, social, career planning or emotional success. Therefore, at the time of the initial intake, the Provider shall present the student with a Release of Information (ROI) form that authorizes the School Counselor or other designated school personnel who supports the student to share educational records with the Provider for purposes of providing Behavioral Health services to the student. The decision to sign the ROI is at the discretion of the parent or legal guardian, or the student, if the student has reached age 18. If a parent, legal guardian, or student, as the case may be, declines to provide a signed ROI giving consent for the School Counselor and other relevant school personnel to share educational records with the Provider, the District will not allow education information to be disclosed. A current ROI must be on file for each school year.
	2. The Provider should also present the student (or legal guardian if student is under 13) with an ROI form that authorizes disclosure to appropriate school personnel that student is receiving school based Behavioral Health services for care coordination. It is up to the discretion of the student or legal guardian to consent to other information being shared by Provider.

**C. Partner Organization Needs:**

☐ Office space and furniture (desk, phone, computer etc.): Click or tap here to enter text.

☐ Meeting/Program Space (ex: gym, library, classroom, computer lab etc.): Click or tap here to enter text.

☐ Meeting space requires facility request if program runs after 5pm.

☐ Assistance recruiting and/or identifying students/program promotion.

☐ Access to student-level data (requires separate Data Sharing Agreement)

☐ “Community Partner” District badge(s) issued (requires separate approval process)

☐ Highline partner email address (requires separate approval process)

☐ Other (please specify):  Click or tap here to enter text.

The Site will attempt to provide a meeting space in the school building for services to be conducted, if available. The school will attempt to provide consistent space, which is conducive to the privacy and confidential needs of services and to the needs of other students and staff. In the event the use of the space conflicts with any school event or program, the District may elect to use the space for such school event or program, that the District will provide reasonable notice to partnership organization of the need for such use. All reasonable efforts will be made to provide similar alternative spaces. The building principal will have final authority over building use and availability issues.

The district will not provide clerical support or copying.

Check-In Procedures

Upon arrival at any District building on each day and every day, each Provider shall report to the main office and sign-in to the Visitor’s Log. They shall wear a badge identifying them as “Visitor” in the building, which is clearly visible to anyone passing them in the hall. Ongoing regular Providers shall have their agency issued badge, which is clearly visible to anyone passing them in the hall.

**D. Payment**

The District wishes to enter into an agreement with Partnership Organization to assist in providing the services described above. There will be no charge to the Highline Public School District.

**E. Background Checks:**

It is the responsibility of the Partner Organization to make sure that all necessary background checks have been conducted before paid or volunteer staff is assigned to work in a District school or building. The Partner Organization shall provide a list of all paid and volunteer staff certifying that each staff member has been appropriately cleared through the background check process. The Partner Organization shall present the District with a copy of the staff list at the beginning of each school year, and shall periodically and in a timely fashion inform the District of additions or changes in staffing (Attachment A). The background check must be paid for by the Partner Organization.

The Partner Organization agrees that all staff assigned to work in a District school or with District students under this Agreement have undergone a criminal history background check per RCW 43.43.830 through 43.43.834, 10.97.030 and 10.97.050 and/or through the Federal Bureau of Investigation:

☒ WATCH Check: Required for all Partner Organization staff paid or volunteers.

☒ FBI Fingerprinting: Required for Partner Organization staff paid or volunteers who will be working alone or one-on-one with students (as defined in Volunteer Policy and Procedure 5630 and 5630P).

Required for Partner Organization staff paid or volunteers providing confidential services such as Behavioral Health or drug/alcohol counseling.

Required for Partner Organization staff and volunteers who have lived in Washington State for 6 months or less.

This record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card.

☐ Driver Abstract: Required for all Partner Organization staff and volunteers that will transport a student.

**F. Confidential Student and Staff Information:**

Partner Organization agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is required by law. If student data is needed the District and Partner Organization shall enter into a Data Sharing Agreement.

Regarding student safety concerns (for themselves or others), partners are expected to learn school and district protocols and to work collaboratively with school staff (administrative team and/or counselors) and share their concerns. Please refer to district [policy](https://www.highlineschools.org/about/board-policies/policy-details/~board/board-policies/post/policy-5253-maintaining-professional-staffstudent-boundaries) and [procedure](https://www.highlineschools.org/about/board-policies/policy-details/~board/board-policies/post/procedure-5253-maintaining-professional-staffstudent-boundaries) 5253 for more information.

**SECTION II**

**A. Professional Qualifications:**

***Partner Organization*** declares that it has complied with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be performed under this agreement. ***Partner Organization*** further declares that it has the requisite qualifications, skills and experience necessary to provide such services.

☐ N/A

**B. Relationship to Parties:**

The parties intend that an Independent Contractor-employer relationship will be created by this contract. District is interested in the results to be achieved, and the conduct and control of the work will lie solely with the Independent Contractor. The District retains the right to immediately prohibit any Provider staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure, or guideline. Independent Contractor will not be considered an agent or employee of the District for any purpose; the employees of Independent Contractor are not entitled to any of the benefits that District provides for District employees. It is understood that the District does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other Districts or agencies while under contract with the District.

**C. Independent Contractor:**

The parties agree this Agreement does not make any person an employee of the other party. The Partner Organization shall be an independent contractor and not an agent or representative of the District with regard to the services provided under this Agreement. No Partner assigned to work at a District location or for a District student shall become a District employee because of this Agreement. Partner is responsible for all wages and benefits owed to Partner staff, agents, or volunteers. Further, the District retains the right to immediately prohibit any Partner staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure, or guideline.

**SECTION III**

**A. Indemnification:**

The Partner Organization agrees that to the fullest extent permitted by law, Partner Organization will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys’ fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Partner Organization under this agreement. The District shall have the right to demand that the Partner Organization defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Partner Organization, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys’ fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

**B. Insurance**:

**The Partner Organization, at its own cost, shall maintain and provide evidence of the following in insurance coverage.**

| **Partners to Review & Send COI**   | **HSD ONLY**  |
| --- | --- |
| **HSD Insurance Requirements**  | **Reduction or Waiver**  | **Rationale for Adjustments or Waiver**  |
| **General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of $1,000,000 per occurrence, $2,000,000 aggregate.**  |   |   |
| **Highline School District #401, its agents, employees, and board members shall be named as an Additional Insured. The policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.** **Additional Insured, Waiver of Subrogation column must be checked for General Liability, Auto Liability, and Umbrella Liability.**  |  |  |
| **Sexual Abuse and Molestation limit must be at least $2,000,000.**  |   |   |
| **Excess/Umbrella coverage must be included, at a limit of at least 1,000,000.**  |  |  |
| **Employers Liability (Washington Stop-Gap) in the amount not less than $1,000,000 per occurrence.**  |   |   |
| **Automobile bodily injury and property damage liability in a minimum of $1,000,000 per accident for owned, non-owned and hired vehicles.**  |   |   |
| **Professional Liability (malpractice) insurance in the amount of $2,000,000 per occurrence.**  |   |   |

Prior to the commencement of programming, Partner Organization will furnish Highline School District #401 and its Directors, Officers, and Employees with evidence of such insurance protection in the form of a certificate of insurance and relative endorsements, or other such risk management approved documentation.

**SECTION IV**

**A. Termination:**

The District may terminate the Agreement for cause immediately and may terminate this Agreement without cause, with 30 days written notice to the Partner Organization. The Partner Organization may, at any time, terminate this Agreement, with 90 days written notice to the District.

**B. Other Provisions:**

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
2. Amendment. Modifications to this Agreement must be in writing and be signed by each party.
3. Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the law of the State of Washington and is subject to all laws and regulations of the State of Washington.
4. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
5. Assignment. The Partner Organization shall not assign its rights or responsibilities under this Agreement, unless it receives written permission from the District.
6. Non-Waiver. Any expressed waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or expectation of non-enforcement of any Agreement provision.
7. District Policies and Procedures. Partner Organization agrees that all staff assigned to a District school or to provide services to District students under this Agreement shall comply with all District policies, procedures, and guidelines. [District Policies and Procedures](https://www.highlineschools.org/about/board-policies)
8. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

**C. Notices:**

All notices contemplated or required under this Agreement shall be in writing and delivered by email to both parties.

To the District: Valerie Allan, Director of Social Services and Behavioral Health, Highline Public Schools, 15675 Ambaum Blvd SW, Burien WA 98166

To the Partner Organization: ***(Insert name/address office or department)***

**HIGHLINE SCHOOL DISTRICT NO. 401: PARTNER ORGANIZATION:**

 DISTRICT SIGNATURE PARTNER SIGNATURE

Valerie Allan Click or tap here to enter text.

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PRINTED NAME PRINTED NAME

Director of Social Services and Behavioral Health Click or tap here to enter text.

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DATE DATE

Attachment A:

Background Check Clearances

| **Staff/Volunteer Name** | **Role** | **Contact Email** | **WATCH Check** | **Finger printing** |
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