

**Shoreline Board of Directors**  
**REGULAR BOARD MEETING**

December 7, 2015

**TO:** Members, Shoreline Board of Directors

**ISSUE:**   X      **ACTION** Approval of Interlocal Agreement with Fircrest and DSHS,  
September 1, 2015 – August 31, 2017--attached

**BACKGROUND INFORMATION:**

Fircrest Rehabilitation Center is located within the Shoreline School District boundaries and is operated by the State of Washington Department of Social and Health Services (DSHS). All students through age 21 who have not met high school graduation requirements and reside at Fircrest are entitled to be educated through the Shoreline School District. As per the contract, Fircrest agrees to provide the following: transportation, space, furniture and equipment, utilities and services, drivers and maintenance personnel, evaluations, and support services. The Shoreline School District agrees to provide the following: education personnel, materials and supplies, curriculum, educational program and activities, student discipline, and any additional education-related expenditures.

Shoreline School District will be reimbursed monthly for space/facilities, transportation that occurs within the school day (shuttles), and behavioral support para-educators/behavioral technicians for Fircrest students.

A similar interlocal agreement with Fircrest has been approved and successfully implemented for several years.

**FISCAL IMPACT:**

- CURRENT REVENUE SOURCE: State Institutional Education & Federal Special Education Grant & DSHS Funding

**ORGANIZATIONAL OR POLICY IMPACT:**

**POSSIBLE DECISION:**

**RECOMMENDED DECISION:**

The Superintendent recommends Board approval of the interlocal agreement with Fircrest for the period of September 1, 2015 – August 31, 2017, as presented.

**Report prepared by:** Scott K. Irwin, Director of Secondary Student Services  
Marla S. Miller, Deputy Superintendent



# INTERLOCAL AGREEMENT

## Fircrest School Client Education

DSHS Agreement Number:  
1565-52155

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
[Click here to enter text.](#)  
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Shoreline School District			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
18560 First Avenue NE		578-051-266	23353
Shoreline, WA 98155-2118			
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Amy Vujovich	(206) 393-4220	(206) 393-4219	amy.vujovich@shorelineschools.org
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Developmental Disabilities Admin	Division of Developmental Disabilities	1000LC-65	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Anita Saul Administrative Assistant 4		15230 15th Avenue NE Shoreline, WA 98155	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(206)361-3033	(206)361-3035	saulal@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
09/01/2015	08/31/2017	\$2,884,000.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit Exhibit A - Rates for Department Paid Services <input type="checkbox"/> No Exhibits.			
<p>The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.</p>			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

**2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

**3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

**4. Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

**5. Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

**6. Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

## DSHS General Terms and Conditions

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

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the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

- 14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
  - b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
    - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
    - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
    - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
  - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### Additional General Terms and Conditions – Interlocal Agreements:

- 17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an

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additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

- 18. Hold Harmless.** The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- 19. Ownership of Material.** Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.
- 20. Subrecipients.**
  - a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:
    - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
    - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
    - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
    - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
    - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
    - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42,



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Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

### 21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "District" means the Shoreline School District.
- b. "Fircrest" or "Department" means Fircrest School, a Residential Habilitation Center located at 15230 15<sup>th</sup> Ave. NE., Shoreline, WA. 98155
- c. "Eligible student" or "Fircrest student" means those persons between the ages of 3 years and 21 years of age, who have not met high school graduation requirements as now or hereafter established by the State Board of Education and the District and who reside or are anticipated to reside for at least 10 days at Fircrest, excluding students who must be educated in another school district pursuant to the McKinney-Vento Homeless Assistance Act of 1986, 42 USC § 11431 et seq.
- d. "IEP" means Individual Education Plan; a plan updated annually containing the educational activities of an individual.
- e. "Behavioral Support Para-educators or Behavior Technicians" means persons who assist an eligible student in learning to reduce negative behaviors and replace them with positive behaviors based on his/her strengths. Activities are designed to address each youth's unique social, adaptive, emotional and behavioral needs through skill development in such areas. The general purpose of this position is to work one on one with children/youth as a therapeutic contact for life and social skills in school setting. A behavioral technician develops a relationship with the child/youth that brings structure and support to his/her life. The interventions of the behavioral technician are designed to support the child's/youth and focus on providing a positive environment for the child/youth.

Behavioral technicians provide structure and support to the child/youth to help them with:

- Engaging in appropriate activities,
- Minimizing the child/youth's impulsiveness,
- Increasing social and community competency by facilitating life skills,
- Assist in developing the child's/youth's ability to sustain self-directed appropriate behavior, to internalize a sense of social responsibility, and enable him/her to participate in community activities, and
- Implement behavioral interventions such as providing immediate behavioral reinforcements or prevention strategies.

2. **Purpose.** The purpose of this Contract is to provide a clarification of duties, responsibilities and funding for the provision of educational services for eligible students residing at Fircrest. This agreement is entered into pursuant to RCW 28A.190.050 with respect to the educational services provided to eligible students residing at Fircrest School and supersedes all previous agreements between the parties regarding educational services provided to eligible students residing at Fircrest. The parties agree that notwithstanding the Agreement Start Date indicated on the face of this agreement, the terms and conditions of this agreement, including without limitation in Special Terms and Conditions Sections 19 and 20, shall apply to services rendered and costs incurred by the District for the entire 2015-2017 school year's. Both parties agree to conduct an annual review of this agreement.

3. **Duties of the Department.** Consistent with RCW 28A.190.040, the duties and authority of the Department to support the program of education conducted pursuant to this agreement include the following:

- a. **Transportation.** The Department shall provide transportation for eligible students to and from the

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sites of the educational program. The Department shall reimburse the District the actual cost of providing mid-day transportation to Fircrest students educated on District property. Billing for each week of transportation provided will be based on a weekly average which will be measured during the first full week of November of each school year. Billing will be prorated for weeks in which there are fewer than 5 school days.

- b. **Space.** The Department shall provide safe and healthy building and recreational space for the conduct of the program of education through the construction, purchase, lease or rental of such space as necessary. In the event any student's IEP requires that he or she be educated away from District property, the Department shall provide classroom and related facilities at the Fircrest campus or other appropriate location for that student.
  - c. **Furniture and Equipment.** The Department shall provide furniture, vocational instruction machines and tools, building and recreational fixtures, and other equipment and fixtures for the conduct of the program of education through construction, purchase, lease or rental as necessary.
  - d. **Utilities and Services.** The Department shall provide heat, lights, telephones, janitorial services, repair services, and other support services for the vehicles, building and recreational spaces, equipment and fixtures provided for in this section.
  - e. **Drivers and Maintenance Personnel.** The Department shall employ, supervise and control persons to transport students and to maintain the vehicles, building and recreational spaces, equipment and fixtures, provided for in this section.
  - f. **Evaluations.** The Department shall be responsible for clinical and medical evaluation services deemed necessary by the District for the educational needs of eligible students in accordance with Special Terms & Conditions Section 5.
  - g. **Support Services.** The Department shall provide such other support services and facilities as are reasonably necessary to conduct the program of education. Disputes regarding the provision of support services shall be resolved according to Special Terms and Conditions Dispute Resolution Procedures Section 13 of this Contract.
4. **Duties of the District.** Consistent with RCW 28A.190.030, the duties and authority of the District to conduct a program of education for eligible students shall be limited to the following:
- a. **Personnel.** The District shall employ, supervise and control administrators, teachers, specialized personnel and other persons deemed necessary by the District for the conduct of the program of education.
  - b. **Materials and Supplies.** The District shall purchase, lease, or rent and provide textbooks, maps, audiovisual equipment, paper, writing instruments, physical education equipment, and other instructional equipment, materials and supplies deemed necessary by the District for the conduct of the program of education.
  - c. **Curriculum.** The District shall develop and implement, in consultation with the Superintendent or designee of Fircrest, the curriculum.
  - d. **Educational Program and Activities.** The District shall conduct a program of education, including related student activities, for eligible students which includes:
    - (1) not less than one hundred eighty (180) school days each school year, (subject to Special Terms and Conditions Dispute Resolution Procedures Section 13),

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- (2) special education pursuant to RCW 28A.155.010, and vocational education, as necessary to address the unique needs and limitations of the eligible students; and
  - (3) such courses of instruction and school related student activities as are provided by the District for non-Fircrest students to the extent it is practical and judged appropriate for the Fircrest students by the school district after consultation with the Superintendent or designee of Fircrest.
- e. **Student Discipline.** The District shall have the duty and authority to control students while participating in a program of education conducted pursuant to this agreement and shall be responsible for the discipline, suspension or expulsion of students for violation of reasonable rules of conduct adopted by the District. The District shall provide due process for the removal of students from the educational program in accordance with state and federal law. Rules of conduct and disciplinary procedures are available on the District's website. The parties agree that each party's policies and procedures in this regard are consistent with those of the other party.
  - f. **Expenditures.** The District shall expend funds for the direct and indirect costs of maintaining and operating the program of education that are appropriated by the legislature and allocated by the Superintendent of Public Instruction for the exclusive purpose of maintaining and operating the educational program addressed by this agreement, and funds from federal and private grants, bequests and gifts made for the purpose of maintaining and operating the program of education addressed by this agreement. This funding shall be no less than the Institutional Grant funding appropriated to the District for each student.
5. **Evaluations.** When an evaluation or reevaluation is necessary to determine the educational needs of an eligible student pursuant to chapter 392-172A WAC, the Department shall be responsible for any medical/health, nursing, psychological, physical/occupational therapy, speech and language, or psychiatric evaluations deemed necessary by the student's evaluation team. The Department shall provide such services directly by its own qualified personnel, contract with qualified private professionals to provide such evaluations, or reimburse the District's costs when the Department has agreed that the District may use its qualified personnel to provide such evaluations. The District shall be responsible for any academic/pre-academic, vocational/pre-vocational or other applicable evaluations deemed necessary by the student's evaluation team. The District shall provide such special education and related services directly by its own qualified personnel or contract with qualified private professionals to provide such evaluations at District expense.
6. **Evaluation and IEP Meetings and Documents.**
- a. District personnel shall act as the case manager for any educational evaluations or IEPs necessary for the provision of a free and appropriate public education (FAPE) to eligible students. The District shall invite an eligible student's parent or legal guardian and Fircrest to any meetings regarding an evaluation or IEP in accordance with state and federal law. The District shall notify Fircrest designated personnel of such meetings in advance. The District shall provide Fircrest a copy of the educational assessment upon which each IEP is based. A copy of the IEP shall be provided to Fircrest promptly when completed.
  - b. Fircrest will invite District personnel to Individual Habilitation Plan (IHP) meetings.
7. **Notice of Arrival.** The Department shall provide at least seven calendar days advance notice of an eligible student's arrival at Fircrest prior to the initiation of educational services by the District. Such notice shall be provided to the District representative and shall include the student's IEP, educational records from the student's previous school, and the student's IHP. The District agrees to work in cooperation with the Department to locate applicable educational records. The Department shall also provide any additional information in its possession necessary for the safe supervision and instruction

## **Special Terms and Conditions**

of the student. Both parties agree to recognize applicable state and federal confidentiality statutes when sharing and/or exchanging information about students.

### **8. Notice of Projected Enrollment.**

- a. Consistent with RCW 28A.190.060, the Department shall provide written notice on or before April 15<sup>th</sup> of each school year to the District's superintendent of any foreseeable closure of Fircrest, reduction in the number of eligible students, or any other cause for a reduction in the District's staff for the next school year. In the event Fircrest fails to provide notice as prescribed by this section, the District shall assume that there shall be for the following school year at least the same number of eligible students as are enrolled on April 15<sup>th</sup>, and shall staff the educational program accordingly. In the event the number of students decreases, the Department shall be liable and responsible for the payment of the salary and employment related costs for the next school year of each school district employee whose contract the school district would have not renewed but for the failure of the Department to provide notice. In such cases, the District shall take any steps available to it to minimize these extraordinary costs to the Department.
- b. Fircrest will notify the District at least monthly (and more frequently if possible) or as changes occur about potential changes to the number of residents who are or will be enrolled in District programs. Fircrest will invite District personnel to Individual Habilitation Plan (IHP) meetings.

### **9. School Calendar and Emergency Closures.**

- a. The District shall conduct a school program of at least 180 school days, or other such number of school days approved by the State Board of Education, in accordance with the District's school calendar. To the extent that different schools within the District operate on different school days, early release or late arrival schedules, any program on the Fircrest campus shall operate on the same calendar as Shorecrest High School.
- b. To the extent funds and staff are available, the District will conduct a summer school program for up to 40 additional days during the months of June, July, and/or August. If Institutional Grant funds (WAC 392-122-200 et seq.) are not available to provide a full 220 day education program, the District may reduce the summer program.
- c. Fircrest students will participate in educational programs on days identified as student school days on the District school calendar, including make-up days for emergency closures of school, and on days identified in the extended program scheduled for Fircrest students during the summer break.
- d. In the event the District must close school, delay the start of school or dismiss students early on any particular school day, Fircrest will arrange for transportation and removal of Fircrest students.

### **10. Exchange of Information, Behavior Support Capacity Building, Emergency Response and Emergency Removal.**

- a. Fircrest staff will communicate directly with the appropriate teacher when Fircrest has reason to believe a student may engage in behavior which is unusual and may threaten the safety of the district personnel or any student. Fircrest shall also take reasonable measures to minimize potential harm resulting from student behavior including providing additional personnel in or near the classroom, if agreed to in writing by the parties.
- b. Upon receiving information from a District teacher or administrator that a student is threatening the physical safety of the District's employees or students, Fircrest shall provide for the prompt removal of that student from the classroom and adequate personnel to ensure a safe removal.

## Special Terms and Conditions

- c. The District will directly communicate with designated Fircrest personnel when there is reason to believe a student returning to the custody of Fircrest will threaten safety of Department personnel or other Fircrest clients. Fircrest shall take reasonable measures to minimize potential harm resulting from student behavior by building the behavior support capacity of school personnel and providing limited emergency support teams, as agreed to in writing by the parties.

### 11. Incident Reports.

- a. Incidents involving restraint of Fircrest students will be reported to designated Fircrest staff verbally within the same school day as the restraint occurred, and with a written report using Fircrest or District reporting documents within 24 hours. Emergency incidents such as suspected abuse, mistreatment, neglect, students missing, or serious injuries will be reported to Fircrest administration or designated staff immediately.
- b. District staff will follow District policy and state law to report suspected child abuse to appropriate authorities for investigation.
- c. Both parties agree to cooperatively pursue investigation processes per the policies of their respective agencies and agree to share investigation information when relevant and permissible.

### 12. Cooperation and Resolution of Disputes.

The parties shall attempt to resolve administrative and supervisory disputes in a timely and mutually agreeable manner.

### 13. Dispute Resolution Procedures.

In the event the parties are unable to informally resolve any particular dispute arising out of or relating to this agreement, or the alleged breach thereof, the parties agree to mediate such dispute. Both parties agree to share the costs of mediation and to mediate in good faith. In the event that mediation is unsuccessful despite the good faith efforts of the parties, either party may initiate an action in King County Superior Court. The prevailing party in any such court action shall be entitled to an award of its costs and fees, including reasonable attorneys' fees, up to a limit of \$20,000,

### 14. Work Stoppage.

In the event of a strike, riot or other work stoppage, the District shall not be liable to Fircrest for interruption of the program. The District shall make reasonable efforts to provide a 180-day school program without regard to any strike, riot, or other work stoppage.

### 15. Access to Records and Facilities.

Upon request, and to the extent allowed by state and federal law, each party shall provide access to records and facilities controlled by that party as may be necessary for the other party to investigate or establish its own compliance with state and federal law. Such access shall be extended to State and Federal auditors, surveyors and investigators as may be necessary for either party's compliance with law.

### 16. Nondiscrimination.

In the performance of this agreement, the District and Fircrest shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and Chapter 49.60 RCW, as now or hereafter amended. The District and Fircrest shall not unlawfully discriminate on the grounds of any legally-protected category.

### 17. Treatment of Assets.

In the event this agreement is terminated, each party shall deliver all equipment and materials owned by the other party to the other party. The District shall be responsible for any loss or damage to the property of Fircrest resulting from willful misconduct or negligence on the part of the District or its agents. Fircrest shall be responsible for any loss or damage to property of the District, which results from willful misconduct or negligence on the part of Fircrest or its agents.

### 18. Agreement Alteration and Amendments.

This agreement may be amended only by the mutual

## Special Terms and Conditions

agreement of the Department and the District. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the District and the Department.

- 19. Consideration.** Consideration payable to Shoreline School District for satisfactory performance of the work under this Contract is a maximum of \$2,884,000.00, including any and all expenses, shall be based on the rates contained within Exhibit A to this contract, which are subject to adjustment for inflation and/or other factors during the parties' annual review of this Contract.
- a. The Department shall reimburse the District for School Year 2015-16 of \$238, School Year 2016-17 of \$245, and School Year 2017-18 of \$252 per student per month for each student educated at facilities on District property.
  - b. Transportation expenses incurred by the District in accordance with Special Terms and Conditions clause 3.a. are reimbursable.

**20. Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher no later than fifteen (15) calendar days following the month in which the services were provided. Consideration for services rendered shall be payable upon receipt and acceptance by the Fircrest Superintendent or authorized designee of properly completed invoices submitted to the following address not more often than monthly:

Department of Social and Health Services  
Consolidated Institutional Business Services (CIBS)  
Attention: Accounting  
9601 Steilacoom Blvd SW  
Lakewood, WA 98498-7213

The rates shall be in accordance with those set form in Section 19, Consideration, of this Contract.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by CIBS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

**21. Insurance.**

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

\_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

\_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

## **Special Terms and Conditions**

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



## Special Terms and Conditions

### Exhibit A

#### Rates for Department Paid Services

**Behavioral Support Para-educators or Behavioral Technicians Rates:** If the Department reimburses the District for salary and employment related costs for any Behavioral Support Para-educators identified as necessary to serve the student, or for any Behavior Technicians identified as necessary to serve the student, the rate for School Year 2015-2016 will be \$31.68 for Behavioral Support Para-educators and \$41.72 for Behavior Technicians. These behavioral support technicians shall be providing “active treatment” as defined in 42 CFR § 483.440(a) (1).

No mileage, travel, education or training, per diem or other expenses for behavioral technicians will be reimbursed.