



MEMORANDUM OF AGREEMENT

Between

Educational Service District 123 (ESD 123)

3924 West Court Street • Pasco, WA 99301

AND

Kennewick School District

1000 W. 4th Avenue • Kennewick, WA 99336

In consideration of the premises and mutual promises herein, the parties hereto agree to enter into a contractual arrangement with the following terms and conditions: *See Attachment A for additional terms which are an integral part of this agreement.*


- A. Purpose: The purpose of this agreement is to provide audiology services. Any services not covered in Attachment A will require a written request for specific work.
- B. Responsibilities of ESD 123:
 - 1) Work cooperatively with District for the facilitation and implementation of this project.
 - 2) Unless otherwise noted, ESD will bill insurance for all personal hearing aid devices and supplies.
- C. Responsibilities of District/Contractor:
 - 1) Comply with the terms of service as per Attachment A of this document.
 - 2) Compensate ESD 123 as outlined in Attachment B within 30 days of invoice receipt.
 - 3) Compensate ESD 123 for each new evaluation at a cost of \$125, unless ESD 123 is recouping the cost from insurance.
- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 1, 2023 and shall terminate at midnight on August 31, 2024, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Contract Fees not to exceed \$14,368.00

In witness whereof, the District/Contractor and the ESD 123 have read, understand, and executed this entire agreement.

Educational Service District 123

DocuSigned by:
 5/24/2023 | 8:42 AM PDT
 B2D6D628A9814B6
 Steve McCullough, ESD 123 Superintendent


ESD 123 Revenue

1206.81.0000.8240

ESD 123 Budget Account Code(s)

DS ES MD CL TT MS

District/Contractor

DocuSigned by:
 6/6/2023 | 4:42 PM PDT
 F92B4A311E98EAC...
 Authorized Signatory for District/Contractor
 Name: Dr. Traci Pierce
 Title: Superintendent

I. INDEPENDENT CONTRACTOR STATUS OF DISTRICT/CONTRACTOR

District/Contractor and District/Contractor's employees shall perform all duties pursuant to this Contract as an independent contractor. The District/Contractor certifies they are filing a schedule of expenses with the Internal Revenue Service, has established an account with the Washington State Department of Revenue and other appropriate state taxing agencies, and is maintaining a separate set of records for their business.

II. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

III. SUPPLANT

No use of funds from this agreement shall be used to supplant existing programs.

IV. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the District/Contractor is required by this Contract to develop a concept of product for ESD 123, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the District/Contractor and District/Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, District/Contractor duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of ESD 123 in perpetuity of any and all purposes. All items described above shall be provided to and left with the ESD 123.

When ESD 123 obtains such rights, the District/Contractor and District/Contractor's employees and agent(s) shall not, without prior written approval of ESD 123, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency, or political subdivision; any state or federal governmental; any educational agency, institution, or organization any portion of the above-described items and properties or any information acquired in the course of or as an incident to the performance of contracted duties hereunder, for any purpose or reason.

V. COPYRIGHT

ESD 123 shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to ESD 123.

VI. INDEMNIFICATION

The District/Contractor and the ESD 123 agree to mutually indemnify and hold each other harmless for any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District/Contractor or the ESD 123 employees or agents' performance or failure to perform duties pursuant to this Contract.

VII. MALPRACTICE INSURANCE

All Contractors providing services to minors must have valid malpractice insurance coverage. Upon request by ESD 123, Contractor must be able to show evidence of such coverage.

VIII. TERMINATION

This Contract may be terminated by the Superintendent upon written notification thereof to the District/Contractor. In the event of termination by the ESD, District/Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of the termination.

IX. VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of the District/Contractor and the ESD as a whole. No alternation or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

X. APPLICABLE LAW

The laws of the State of Washington shall govern this Contract.

XI. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, gender, or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Contract.

XII. SUSPENSION AND DEBARMENT

District/Contractor hereby certified, by signing this agreement, it is not on the Excluded Parties List Report, that they, nor their Principals, are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of agreements by any Federal governmental agency or department. (Principals, for purposes of this certification, mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity). District/Contractor shall provide immediate written notice to ESD 123 if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

ATTACHMENT A – Scope of Work

1. Identification

Coordinate hearing screening programs for preschool and school-aged students ensuring professional standards and state guidelines are followed and screening personnel are appropriately trained. Provide and/or manage hearing screening component of school-based Child Find programs. Provide community leadership and collaborating with community agencies to increase awareness of hearing differences and to assure that all children and youth with reduced hearing loss are promptly identified, evaluated, and provided with resources and appropriate intervention services.

2. Assessment

Perform and interpret comprehensive educationally relevant evaluations, including functional measures, of peripheral and central auditory systems. Make appropriate medical, educational, and community referrals. Assess students' functional ability to access auditory information in the classroom to link diagnostic information, educational accommodations, and program planning. Collect and interpret learning environment data from classroom observations, classroom acoustics measurements, and other assessments to determine the impact of auditory deficits on communication access, school performance, and social relationships. Describe the effects of students' hearing levels and auditory processing deficits on communication, academic performance and psycho-social development and making recommendations to address these problems to the student, parents, and school personnel as appropriate. Manage the use and calibration of audiometric equipment.

3. Amplification

Evaluate and make recommendations for the use of personal hearing instruments (e.g., hearing aids, cochlear implants, bone conduction devices). Ensure the proper functioning of all personal hearing instruments. Evaluate, fit, and manage personal and classroom remote microphone and other hearing assistive technologies to ensure access to auditory information using recommended verification and validation protocols. Make recommendations for appropriate use and connectivity of personal and assistive technologies (radio, television, telephone, messaging, alerting, and convenience) for students. Provide training and support regarding hearing assistance technologies to students and school personnel on use, care, limitations, and specific troubleshooting techniques.

4. Habilitation

Facilitate and/or provide intervention to develop and enhance speechreading, auditory and listening, and communication abilities. Facilitate and/or provide support for wellness and-social development including educating students about their hearing status, associated communication implications and accommodations, understanding current hearing aid and cochlear implant technology and how they best interface with hearing assistance technologies. Provide training about hearing, hearing differences and other auditory disorders for school personnel to facilitate a better understanding of the impact of auditory impairments on language, learning, literacy and social development. Facilitate opportunities for connecting with peers and adults who are deaf or hard of hearing. Contribute to program placement decisions and making specific recommendations to address listening and communication needs. Collaborate with school, parents, teachers, support personnel, and relevant community agencies and professionals to ensure delivery of appropriate services.

5. Counseling

Provide training and support to parents/families regarding hearing differences and implications for language development, communication access, educational achievement, wellness and other areas to facilitate a better understanding of the impact of auditory impairments on language development, communication access, learning, literacy and social development. Provide counseling to students to promote identity, self-determination, personal responsibility, self-advocacy, and social awareness.

6. Prevention

Educate students and school personnel about the prevention of hearing loss. Manage school programs for hearing loss prevention education

7. Consortium Rates

If District makes requests for adding consortium staff during the regular school year and ESD 123 can employ these staff, these staff will be employed at the ESD Consortium Rate for the current school year. If ESD 123 offers employment to personnel on a "Personal Services Contract" and the prospective contractor charges more than the consortium rate, ESD 123 and District will need to have agreement on the new rate before a personal services contract can be developed with the new rate. ESD 123 will work diligently to maintain consortium services at the established rates, with few exceptions.

8. Increase in Service

Increases in service over estimated amounts must be a mutual agreement between superintendents or designees.

9. Service Delivery

Service may be conveyed on-site (and must be on-site in the case of direct related service to pupil) and may be conveyed off-site in the form of Zoom, telephone, e-mail, planning, research and materials generation.

10. Travel

Mileage costs are calculated has a part of the base rate. Related service staff travel time will be included in the eight-hour day as non-instructional time.

11. Termination

ESD 123 reserves the right to terminate all or portions of related service if ESD 123 determines through investigation, District is unable to comply with the above terms. Termination will be conducted in writing and provide 30 calendar days of notice, enabling District to seek other service options.

12. Billing

ESD 123 will process billing for contracted services based upon actual hours worked with the respective District, multiplied by the daily consortium rate. ESD 123 will maintain the employee service logs in verification of services rendered to the respective District. These logs can be made available to the respective Special Education Directors or Business Managers, upon request.

MS LB LW HP ES MD CR TT SM

ATTACHEMENT B:

Special Education Cost Estimate for Kennewick School District

2023 – 2024 School Year

Service	Days (Hours)	Rate	Total
Audiology Services	16 (128)	\$898.00	\$14,368.00
GRAND TOTAL			\$14,368.00

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