EARLY INTERVENTION SERVICES INTERAGENCY AGREEMENT BETWEEN LAKE STEVENS SCHOOL DISTRICT AND SNOHOMISH COUNTY

This Interagency Agreement (the "Agreement") is made by and between Snohomish County, a political subdivision of the State of Washington, (the "County") and Lake Stevens School District (the "District") pursuant to RCW 70.195.030. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the District will provide funding and collaboration and the County will provide Early Intervention Services (Services), as defined in 34 Code of Federal Regulations (CFR) § 303.12, in accordance with 34 CFR Part 303, Part C of the Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) § 1400 et seq., applicable regulations under the Washington Administrative Code (WAC), and Washington State's Federally Approved Plan for services as required under IDEA (State Application).

Services under this Agreement shall be provided for infants and toddlers from birth through age two (2) who: (i) have disabilities as defined in the State Application, (ii) reside within the boundaries of the School District, (iii) reside within Snohomish County, and (iv) are identified by the District as eligible for reimbursement under this Agreement (Participating Children).

2. Term

The term of this Agreement is October 1, 2016, through August 31, 2018, contingent on the appropriation of state funding, unless terminated earlier as provided herein.

3. Definitions

a. **Individual Family Service Plan (IFSP)**: the written plan for providing early intervention services to a child eligible under the early intervention section of IDEA and the child's family.

b. **Individuals with Disabilities Education Act (IDEA) – Part C**: the federal statute which governs the provision of early intervention services.

c. **Form SPI P-223H**: the monthly report of School District Special Education Enrollment. This form is submitted by a school district each month, listing all eligible children who were receiving special education services as of the first school day of each month of the school year, from October through June.

d. **Participating Child**: a child age birth through two (2) who has been determined to be eligible under IDEA - Part C and the Washington State Application.

e. **School Representative**: an employee of the district who is knowledgeable about IDEA - Part C and the IFSP.

f. **State Application**: Washington State's Federally Approved Plan for early intervention services as required under IDEA - Part C.

g. **Transition to Public School**: the process for preparing the child, the family and the school district for starting IDEA - Part B services at age three (3), if eligible.

4. Direction and Control

Nothing in this Agreement creates any form of partnership, agency or joint venture relationship between the District and the County. Neither party to this Agreement is authorized to bind the other party or hold itself out as an agent or representative of the other party. The County and its employees and agents shall perform all duties pursuant to this Agreement as an independent contractor. The District shall not control nor direct the County's performance of Services under this Agreement. The County shall provide all staff, space, equipment and materials necessary to the performance of its duties under this Agreement.

5. Local Lead Agency

The County is the approved Local Lead Agency for the Washington Early Support for Infants and Toddlers Program (ESIT). If at any time during the term of this Agreement, the County loses or relinquishes Local Lead Agency status, this Agreement shall terminate immediately.

6. Subcontracting

a. The County may enter into subcontracts with qualified agencies or individuals to provide the Services described in this Agreement.

b. The County subcontracted provider contracts will contain notification of mandatory reporter status in accordance RCW 26.44.030 and RCW 74.34.035.

c. The County will require that subcontracted providers meet all required licensing and legal requirements to be providers of these Services.

d. The County is responsible to ensure that all relevant terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts.

7. County Responsibilities

a. The County shall coordinate Services as described in this Agreement.

b. The County represents and warrants that its entry into this Agreement and performance of Services under this Agreement is not inconsistent with the State Application.

c. The County will coordinate the provision of Services in compliance with all applicable laws and regulations, including IDEA, 34 CFR Part 303, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), applicable state special education regulations, and the Individual Family Service Plan (IFSP) with respect to each Participating Child.

d. The County, as the Local Lead Agency for ESIT, will ensure compliance with requirements specified in the State Application regarding notification to parents of their rights under IDEA, Part C, and implementation of the process for resolution of complaints and disputes concerning Services for Participating Children.

e. The County will ensure that county staff and/or subcontractors responsible for the provision of Services for Participating Children will complete a Washington State Background Check at no cost to the District.

8. District Responsibilities

a. The District shall provide a representative who will serve as the liaison between the District, the County, and the subcontracted providers. The representative of the District will be invited to all IFSP meetings.

b. The District shall collaborate with the County in regard to the County's role as the Lead Agency in managing a county-wide early intervention service system. The District agrees that all Services provided either through this Agreement or through subcontracts shall be in accordance with the federal Individuals with Disabilities Act - Part C and the Washington State Federally Approved Plan.

c. The District shall reimburse the County for Services as described in Section 9 below.

9. Fees

a. The District shall reimburse the County each month for Services provided for each Participating Child who is eligible as of the first school day of the month, during the months October through June of each school year, at the rate of ninety percent (90%) of the monthly per-student state allocation for the District. No monthly reimbursement will be paid for a Participating Child who begins after the first school day of the month.

b. The County will provide supporting documentation in the form of a monthly billing statement for each Participating Child receiving Services that has current eligibility documentation and a current IFSP.

c. The County will provide retroactive billing for each Participating Child who should have been identified on the previous month's billing but was not included. The District may deny reimbursement for retroactive bills for a Participating Child omitted for more than one (1) month.

d. The District shall remit payment to the County within thirty (30) days after receipt of an invoice accompanied by all required documentation as identified in this section.

e. The County will subcontract with service providers and retain ten percent (10%) of funds received each month for administrative costs.

f. If the County provides direct services for a Participating Child, funds received on behalf of that child will be retained by the County for services provided.

10. Transition for Participating Children

a. The County and each subcontracted provider shall cooperate fully with the District in connection with the Transition to Public School of Participating Children. To the extent permitted by law, the County and each subcontracted provider shall provide the District copies of all requested records pertaining to the Services provided under this Agreement and Participating Children. Such Transition to Public School for each Participating Child shall commence in accordance with requirements outlined in the State Application.

b. The County will begin coordination of the Transition to Public School for each Participating Child at least six (6) months prior to his/her third birthday. The County and the District will follow the requirements of Part B and Part C of the Individuals with Disabilities Education Act for the Transition to Public School process.

11. Administration of Program

a. The County and each subcontracted provider shall maintain accurate and complete records of their performance under terms of this Agreement and in compliance with the requirements of all applicable laws. Such documents shall be retained for no less than six (6) years after the end of the Agreement term to which they pertain. For each Participating Child, these records shall include but not be limited to:

(i) documentation of eligibility;

(ii) initial and annual IFSPs;

(iii) evidence of enrollment in home school district; and

(iv) evidence of provision of services.

b. Additionally, the County shall maintain documents, and submit copies to the District upon request, except as provided otherwise by law, as they relate to this Agreement pertaining to the following:

(i) documents relating to any legal matter, proceeding, or investigation; and

(ii) any and all procedural safeguards complaints.

c. The District will have the right to audit all records at a time mutually convenient to the parties. The County and its subcontracted providers shall comply with all

obligations it has under law pertinent to the use, maintenance and disclosure of such records, including without limitation IDEA and FERPA.

d. The County will assist the District in providing documentation as required by the Office of the Superintendent of Public Instruction (OSPI), or under other law or regulation as it relates to this Agreement.

e. The parties shall comply with all applicable federal, state and local laws and regulations, including but not limited to nondiscrimination laws and regulations.

f. Upon request, the County shall submit to the District a copy of each subcontracted provider's independent auditing reports, if required, and the County monitoring reports.

12. Modification and Termination of Agreement

a. During the term, the Agreement may be modified or extended only by amendment signed by both parties. To the extent that the Agreement is amended, all terms and conditions pertinent to the State Application shall be construed to refer to such application in effect at the time of the amendment.

b. Notwithstanding the terms of Section 12a, this Agreement may be terminated at any time by either party in the event of a material breach by the other party, except that if the breach is curable, the terminating party must provide the other party with thirty (30) days notice of the breach and an opportunity to cure the breach prior to termination. In the event of a termination by the District for cause, the District may require the suspension of performance of the Agreement by the County during any cure period. Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict compliance and performance of that or any other provision of this Agreement at any time thereafter.

c. In the event that funding for Services provided under this Agreement is withdrawn, reduced or limited after the effective date of the Agreement and prior to normal completion, the District may terminate the Agreement upon five (5) days notice to the County.

d. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.

e. The terms and conditions contained in this 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: sections 9, 11, 13, 14 and 15.

13. Dispute Resolution

Any dispute between the parties regarding interpretation or implementation of any term of this Agreement that the parties cannot informally resolve shall be submitted to

mediation. When mediation is required, the parties shall cooperate in good faith in a mediation effort, will share the costs of mediation, and will cooperate in good faith to select a mediator agreed to by both parties.

14. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

15. Hold Harmless

To the extent permitted by law, the parties shall indemnify and hold each other harmless against any and all actions, claims and demands, including claims of personal injury and property damage and attorneys' fees to the extent that such actions, claims or demands may result from any negligent acts or omissions of the indemnifying party under this Agreement.

16. Insurance

Each party shall provide the other with documentation of insurance to cover such liabilities as might arise out of its performance under this agreement. If the party is self-insured for liabilities that arise out of its negligent acts or omissions, it shall provide the other party with certification of such self-insurance. Otherwise, the party shall provide the other party with certificate(s) of insurance evidencing adequate insurance coverage.

17. Suspension/Debarment Assurances

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

18. Notice

a. The County will notify the District within ten (10) days of becoming aware of any circumstances that threaten or cause the County to be out of compliance with any of

its obligations under this Agreement or under any applicable law or of any complaints or requests for mediation or due process pertaining to the services.

b. All notices under this contract shall be deemed to have been given on the date of delivery if provided by hand delivery or courier; or upon the third day after having been deposited in the mail if sent by U.S. registered or certified mail, return receipt requested.

c. Contacts:

Lake Stevens School District:

Graham Cook
Executive Director of Elementary Teaching and Learning
Lake Stevens School District
12309 22nd St. NE
Lake Stevens, WA 98258

Snohomish County:

Snohomish County Human Services
Attn: Contracts
3000 Rockefeller, MS: 305
Everett, WA 98201

19. Agreement Execution

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. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding only upon execution by both parties.

For Snohomish County: Contract Number: Lake Stevens-2016-EIS-05

Susan K. Neely	SUSAN NEELY Executive Director	8-18-16
Snohomish Co. Signature SUSAN NEELY Executive Director	Printed Name and Title	Date Signed

For Lake Stevens School District: Contract Number _____

Teresa Main	Teresa Main, Assistant Superintendent	7/11/16
School District Signature	Printed Name and Title	Date Signed

COUNCIL USE ONLY
Approved: 8-17-16
Docfile: D-7