

**TRAUMA-INFORMED PRACTICES CONSULTATION
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 "Agency") pursuant to RCW 39.34. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

I.e Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Agency will provide funding and collaboration for the County to provide Trauma-Informed Practices Consultation. This Contract aims to meet the need for ongoing, sustainable training and implementation of evidence-based, trauma-informed practices in schools. The goals of implementing trauma-informed practices into school settings include, but are not limited to, the following: decreased exclusionary discipline, decreased absenteeism, increased graduation rates, increased teaching time, and increased staff knowledge and skills to manage behaviors and create meaningful relationships with all students. Trauma-informed practice implementation is a universal intervention, and best-practices apply to all students, not just those with known trauma. The County has contracted with Continua Group (the Consultant) to provide consultation services to school staff.

Consultation and Services under this Agreement shall be provided at Cavelero Mid High, Glenwood Elementary, Highland Elementary, Lake Stevens High School, Lake Stevens Middle School, Mt. Pilchuck Elementary, North Lake Middle School, Sunnycrest Elementary, and at the District level. Staff from other Lake Stevens schools may participate in all-staff trainings based on capacity and readiness as negotiated with the County.

II.e Applicable Laws

A. The Agency must have in place policies and procedures sufficient to protect and safeguard individually identifiable health information obtained in the course of providing Services under this Agreement. The Agency shall not disclose information on individuals directly or indirectly except to the County or to the treatment professionals and agencies working on the individual's behalf to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and its impending regulations parts 160 and 164.

B. The Agency shall ensure all staff and volunteers have a criminal history background check on file. A background check must be completed at the time of employment or commencement of volunteer duties. If circumstances arise that cause the Agency to question the need for another background check, the Agency shall implement another check. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to program participants.

III. Term

The term of this Agreement is September 1, 2019, through August 31, 2020, unless terminated earlier as provided herein.

IV. Definitions

A. **Consultant:** the consultant for these Services is Continua Consulting Group LLC, who was selected to provide this consultation through a Request for Proposal process with Snohomish County.

B. **Data Team:** refers to the selected group of staff dedicated to data collection, analysis, and retention regarding Trauma-Informed Practices.

C. **HIPAA:** refers to the Health Insurance Portability and Accountability Act referenced above.

D. **Positive Behavioral Intervention & Supports (PBIS):** this language comes directly from the 1997 reauthorization of the Individuals with Disabilities Education Act (IDEA) and is a framework or approach for assisting school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

E. **Staff:** refers to certificated and classified employees, including certificated and classified administrative staff, of each school named herein.

F. **School-Wide Information System (SWIS):** refers to a confidential, web-based information system to collect, summarize, and use student behavior data for decision making.

G. **Trauma-Informed Leadership Team (TILT):** refers to the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school.

H. **Trauma-Informed Multi-Tiered Systems of Support (T-MTSS):** refers to a service delivery framework focused on prevention and problem solving for all students, connecting academic and non-academic interventions, supports, and services available in schools and communities to support instruction and eliminate barriers to learning and teaching. The Trauma-Informed approach to MTSS emphasizes supporting, managing, and addressing student behavioral and academic needs through an understanding of the impact of trauma and sustained toxic stress and the use of evidence-based practices.

I. **Trauma-Informed Practices (TIP):** based on the definition of a Trauma-Informed Approach from the Substance Abuse and Mental Health Services Administration (SAMHSA) – “A program, organization, or system that realizes the widespread impact of trauma and understands potential paths for recovery; recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system; responds by fully integrating knowledge about trauma into policies, procedures, and

practices; and seeks to actively resist re-traumatization.”

V. Relationship Among Parties

Nothing in this Agreement creates any form of partnership, agency or joint venture relationship between the Agency 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 Agency shall not control nor direct the County’s performance of Services under this Agreement.

VI. Subcontracting

A. The County shall enter into a subcontract with the Consultant to provide the Services described in this Agreement.

B. 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.

VII. County Responsibilities

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

B. The County will ensure that County staff and Consultant employees responsible for the provision of the consultation Services will complete a Washington State Background Check at no cost to the Agency.

VIII. Agency Responsibilities

A. The Agency shall collaborate with the County and the Consultant regarding data collection practices during the Agreement time.

B. The Agency shall reimburse the County for Services as described in Section X below.

C. The Agency shall designate an individual to serve as a liaison among the County, Consultant, Agency, and schools.

D. The Agency shall work to build the framework for sustainable trauma-informed practices, including supporting changes in policies and procedures to reflect trauma-informed practices and presentations to the school board. The Agency has committed to collaborating with the Consultant to address District-level shifts and needed supports related to the installation of Trauma-Informed Practices with the goal to create sustainable, systemic change across the District.

1. The Agency shall engage with the Consultant to complete an in-depth needs assessment of current T-MTSS practices;

2. The Agency will collaborate with the Consultant on learning and enhancing T-MTSS leadership components and designing a District-wide T-MTSS

implementation plan;

3.e The Agency shall commit to a minimum of monthly meetings with the Consultant, Superintendent, Cabinet, and other key leaders during the first year of the Agreement, and a minimum of bimonthly meetings for subsequent years of service;

4.e The Agency shall coordinate with the Consultant on the delivery of three (3) Professional Development opportunities during each year of service with District staff and ensure that a minimum of 85% of District staff attend Professional Development opportunities;

5.e The Agency shall collaborate with the Consultant to develop a Steering Committee and/or TILT team and ensure the team(s) meet consistently.

E.e The Agency shall notify the County within ten (10) days of becoming aware of any circumstances that threaten or cause the Agency to be out of compliance with any of its obligations under this Agreement or under any applicable law or of any complaint or requests for mediation or due process pertaining to the Services. It is the responsibility of the Agency to notify the County in writing prior to a school exiting the Consultation before the conclusion of this Agreement.

IX. School Responsibilities

A.e The Agency shall ensure that each school shall designate representatives to participate on the TILT. The TILT shall, at a minimum, include the principal, Student Support Advocate (as applicable), a school counselor and/or school psychologist, teachers who represent each of the various groups of students in the school (i.e. grade bands or departments), other integral administrative staff, and a representative from classified staff (if possible).

B.e The Agency shall ensure each school shall work with the Consultant to develop a school-specific Service Plan, including: dates of trainings; dates of ongoing TILT and Data Team meetings with the Consultant; and goals and objectives.

C.e The Agency shall ensure each school shall ensure that a minimum of eighty-five percent (85%) of staff participate in all-staff trainings.

D.e The Agency shall ensure that each school shall ensure that consistent times are earmarked for meeting with the Consultant, as negotiated with the Consultant and denoted in the Service Plan. The Consultant shall be provided with an adequate amount of time for meetings and trainings, as agreed upon with the Consultant. Trainings and meetings shall start and end on time.

E.e The Agency shall ensure each school shall provide space furnished with necessary technological equipment (i.e. screen and projector) and prepared materials (copies of handouts or exit slips) for trainings delivered by the Consultant.

F.e The Agency shall absorb anticipated in-kind costs, such as substitute teachers and/or

staff overtime as needed when staff are required to attend trainings and TILT meetings, as well as necessary supplies and materials, etc.

G.eThe Agency shall ensure each school shall collaborate with the County and the Consultant regarding data collection practices during the Agreement time. This includes the formation of a Data Team who will work directly with the consultant on data collection, analysis, and dissemination of findings. This may include the use of PBIS data, Universal Screening data, Panorama Education, and SWIS, as applicable.e

6.e The County agrees to fund the cost of one (1) year Panorama Education license for the District and each school over the course of this Agreement.e

7.e The Agency agrees to fund the cost of any additional Panorama Education licenses while this Agreement is in effect.e

H.eThe Agency shall ensure each school shall administer an anonymous, all-staff Satisfaction Survey provided by the County to assess consultant performance.e Satisfaction Surveys shall be administered at a minimum annually, or as negotiated with the County. Method of data collection (i.e. paper survey vs. electronic) will be at the discretion of the County. A minimum of eighty-five percent (85%) of all-staff shall complete each survey.e

I.e The Agency shall ensure each school shall have at least one (1) representative from the TILT at all County-sponsored meetings or training sessions relating to this Agreement unless their absence is specifically authorized by the County.e

X. Reimbursement

A.eServices rendered under this Agreement shall be reimbursed by the Agency to the County for authorized expenses only.e

B.eThe County shall submit an invoice for each four-month period ending April 30th, August 31st, and December 31st of each year during the term of the Agreement. The invoice will be submitted on a form approved by the Agency and based upon pre-approved expenditures.e

C.eThe Agency shall reimburse the County \$34,900 during the term of the Agreement.e

XI. Modification and Termination of Agreement

A.eDuring the term, the Agreement may be modified or extended only by amendment signed by both parties.e

B.eNotwithstanding the terms of Section XI (A), 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 Agency for cause, the Agency 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 Agency shall be responsible for the appropriate percentage cost of any Services delivered under the Agreement prior to termination. The Agency 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.

XII. Governing Law and Venue

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

XIII. 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.

XIV. 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. The party shall provide the other party with certificate(s) of insurance evidencing adequate insurance coverage. 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.

The County shall maintain Commercial General Liability Insurance (CGL). If the County is not a member of a risk pool, the County shall carry 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. Any risk pool shall provide coverage with the same minimum limits. Any policy (non-risk pool and risk pool) shall include liability arising out of premises, operations, independent Contractors, personal injury, advertising injury, and liability assumed under an insured contract. County shall provide evidence of such insurance upon request. The County shall add Lake Stevens School District on Snohomish County's General Liability policy as an Additional Insured and should attach a hard copy of the AI endorsement to the Certificate of Insurance.

XV. 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.

XVI. Notice

A.eThe County will notify the Agency 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 complaint or requests for mediation or due process pertaining to the Services.e

B.eAll notices under this Agreement 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.e

C.eContacts:e

Lake Stevens School District:

Amy Beth Cook
Superintendent
Lake Stevens School District
12309 22nd St NE
Lake Stevens, WA 98258

Snohomish County:

Amanda Franke
Behavioral Health & Veterans Division
Snohomish County Human Services
3000 Rockefeller, MS: 305
Everett, WA 98201

XVII. 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:


Snohomish Co. Signature

Contract Number: Lake Stevens-2019-TIP-01

SUSAN NEELY
Executive Director

Printed Name and Title

9-26-19
Date Signed

For Lake Stevens School District:


School District Signature

Contract Number: _____

Amy Beth Cox, Superintendent
Printed Name and Title

10.2.19
Date Signed