



CONSULTING SERVICES AGREEMENT

CSA 2325067

BY AND BETWEEN

WASHINGTON CENTER FOR DEAF AND HARD OF HEARING YOUTH

611 GRAND BLVD. VANCOUVER, WA 98661

AND

LAKE STEVENS SCHOOL DISTRICT

12309 22ND ST. NE., LAKE STEVENS, WA 98258

This Consulting Services Agreement (“Agreement”) is made and entered into by and between the Washington State Center for Deaf and Hard of Hearing Youth (“CDHY”) and LAKE STEVENS SCHOOL DISTRICT (“District”).

RECITALS

WHEREAS, CDHY is a state agency established under RCW 72.40.015 to provide statewide leadership for the coordination and delivery of educational services to children who are deaf or hard of hearing.

WHEREAS, District is in need of educational services for the deaf and hard of hearing children.

WHEREAS, the parties desire to enter into this Agreement for the delivery of consultation services for deaf and hard of hearing children.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein or attached and incorporated by reference and made part hereof, the parties agree as follows:

1. PURPOSE OF THIS CONTRACT.

The purpose of this Agreement is to facilitate CDHY in providing technical assistance and support to the District for the delivery of a full range of educational services to students who are deaf or hard of hearing.



2. STATEMENT OF WORK.

Upon the completion of all necessary forms outline in EXHIBIT A and at the written request of the District, CDHY agrees to provide any combination of services outlined in EXHIBIT B of this Agreement in addition but not limited to:

- a. Coordinate the delivery of any services provided by CDHY with District staff as to the means, time, and location of service delivery.
- b. Provide, as requested, any reports, related to an evaluation, assessment or consultation within fifteen (15) days from the completion of service.

3. PERIOD OF PERFORMANCE.

The term of this agreement shall extend from August 1, 2023 to July 31, 2024, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION.

The District shall pay two hundred and twenty-five dollars (\$225.00) per Direct Service hour provided at the District request, billed in one (1) hour increments.

“Direct Service” includes:

- a. Consultation(s), evaluation(s), assessments, and/or professional development in the presence of or by alternative communication to an individual(s) at the request of the District;
- b. File or case reviews with a subsequent assessment; and
- c. Consultation or expanded service analysis for Individual Education Plans (IEP) as defined in WAC 392-172A-03090, or an Individual Family Service Plans (IFSP) as defined in WAC 182-537-0200, or a 504 Plan identified in section 504 of the Rehabilitation Act of 1973 as defined in WAC 392-190.

There is a 2-hour minimum for all Inservice training.

CDHY shall invoice at least monthly for services provided under this Agreement.

At the request of the District, CDHY shall provide a statement of invoiced services for the term of this Agreement.

Payments under this Agreement shall be remitted to:

CDHY
611 Grand Blvd.
Vancouver WA, 98661
ATTN: Business Office



5. CONTRACT MANAGEMENT.

The following representative(s) for each of the parties shall be responsible for, and shall be the respective contact person for all communication regarding program performance and billings for this agreement.

| | CDHY | District |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Program Contact¹ | Erica Pedro, PhD Director, Outreach Services K-12 360.608.0806 ERICA.PEDRO@CDHY.WA.GOV | Miriam Tencate Director of Special Education MIRIAM_TENCATE@LKSTEVENS.WEDNET.EDU |
| Program Contact | Kris Ching Interim - Director, Outreach Services Birth – 5 KRIS.CHING@CDHY.WA.GOV | |
| Fiscal Contact² | April Rupe Director of Business Operations 360.418.4326 APRIL.RUPE@CDHY.WA.GOV | Connie Tangen 425.335.1614 CONNIE_TANGEN@LKSTEVENS.WEDNET.EDU |

6. FUNDING CONTINGENCY.

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In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the completion of work in this Agreement, then either party may:

- a. Terminate this Agreement with thirty days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables;
or
- d. Pursue such other alternatives as the parties mutually agree to in writing.

¹ Program points of contact are responsible for the oversight and approval of all work completed under this agreement.

² Fiscal points of contact for this agreement are responsible for the administrative and fiscal related matters of this agreement.



7. DISPUTES.

In the event a dispute arises under this Agreement, any party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The cost of resolution will be borne as allocated by the Governor.

8. GOVERNING LAW AND VENUE.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court for Clark County.

9. ORDER OF PRECEDENCE.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of this Agreement, including materials incorporated by reference.

10. INDEPENDENCY CAPACITY.

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be the employees or agents of any other party.

11. SEVERABILITY.

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the other terms or conditions of this Agreement.

12. SITE SECURITY.

To the extent applicable, while either party is on the other party's premises, its agents, employees, or subcontractors shall comply with such party's security policies and regulations.

13. TERMINATION.

a. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by CDHY with thirty days advance notice. If this Agreement is terminated for convenience, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

b. TERMINATION FOR CAUSE.



If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if any party violates any of these terms and conditions, the aggrieved party will give the other parties written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

14. INDEMNIFICATION.

CDHY shall indemnify, defend and hold the District harmless from any third party claims, costs, damages, or expenses ("Losses"), to the extent caused by a material breach by CDHY of any of its obligations under this Agreement. CDHY will have no obligation to indemnify, defend and hold harmless to the extent that any Losses have been caused by the District. District shall indemnify, defend and hold CDHY harmless from any Losses, to the extent caused by a material breach by District of any of its obligations under this Agreement. District will have no obligation to indemnify, defend and hold harmless to the extent that any Losses have been caused by CDHY. In the case of negligence of both CDHY and the District, any Losses allowed shall be levied in proportion to the percentage of negligence attributable to each party. This provision shall survive the termination or expiration of this Agreement.

15. WAIVER.

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Any waiver shall not be construed to be a modification of terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

16. MAINTENANCE OF RECORDS.

All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal authorities, and any person duly authorized by the parties shall have full access and the right to examine any of these materials during this period. If any litigation, claim, or audit is started before the expiration of the six year period described above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Records and other documents, in any medium, furnished by one party to another, will remain the property of the furnishing party, unless otherwise agreed in writing. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable security procedures and protections to assure that records and documents provided by the party are not erroneously disclosed to third parties. Notwithstanding the foregoing, the parties acknowledge that state agencies are subject to the Public Records Act, Chapter 42.56 RCW.



17. AMENDMENT.

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

18. ASSURANCES.

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations, as they currently exist or as amended.



19. COUNTERPART SIGNATURES.

This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile or electronic copy of a party's signature shall be sufficient to bind such party.

20. ALL WRITINGS CONTAINED HEREIN.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**WASHINGTON CENTER FOR DEAF
AND HARD OF HEARING YOUTH**

LAKE STEVENS SCHOOL DISTRICT

April Rupe

 SIGNATURE

April Rupe

 NAME (PRINT)

Director of Business Operations

 TITLE (PRINT)

8/3/2023

 DATE

Teresa Main

 SIGNATURE

r s M in

 NAME (PRINT)

Assist nt up rint n nt

 TITLE (PRINT)

8/3/2023

 DATE



EXHIBIT A – SERVICE INTAKE DOCUMENTS

1. Completed and Signed STUDENT INTAKE FORM.
2. Signed and returned RELEASE OF INFORMATION FORM.
3. Scanned, emailed, or mailed documents pertaining to:
 - a. Current IFSP or IEP
 - b. 504 Plan
 - c. Current Evaluation
 - d. Audiogram
4. Signed and returned purchase order or contract.



EXHIBIT B – MENU OF SERVICES

Services offered by CDHY Preschool – age 21

EVL - Evaluations

Evaluation services may include a combination of consultants to cover requested areas of evaluation. Depending on the district's needs, each consultant will conduct their own evaluation(s) and submit one combined report to the district's director of special education. Possible evaluations include: cognitive, academic, speech, spoken language, ASL language, social/emotional, behavior, audiology, functional literacy, and transition (school to work/college).

Reports will be completed off site and submitted to the district Special Education Director within fifteen business days of concluding the services. At the districts' request, consultants can be available to talk about the evaluation via telephone, videophone or Zoom meeting.

CNS - Consultations

CDHY will be responsible for providing consultation services that best meet the student's and the team's needs. Some of the services may include an observation, teacher checklists, and recommendations for the student's program, accommodations, or educational environment. They may also include demonstration of lessons, teacher coaching, and resources for student's communication repair, and advocacy skills. Consultation reports will be completed off site and submitted to the District Special Education director within fifteen business days of concluding the services.

IST - In-service Trainings

The Deaf 101 presentation increases participant's awareness of the nature and impact of hearing loss for the child in the mainstream classroom. It guides participants to an understanding of the unique language, communication, social and emotion and assistive technology needs that a student with hearing loss requires to be successful. Practical strategies that impact learning and teaching and a collaborative approach to meeting the needs of deaf and hard of hearing students are presented. In-service trainings of different topics are also available and custom designed around the needs of the district. *****2-hour minimum for all trainings *****



Birth to Three Services (Part C)

IHV - Introductory Home Visit

Introductory home visit with family and FRC and/or other EI provider. A summary report (duplicate form) is given to parent and FRC following the visit. Some of the services could include: participation in eligibility and IFSP meetings; developmental evaluations in the areas of communication, language, cognition, and social-emotional; training and technical assistance to IFSP or EI teams in regard to developmental programming; provide assistance in developing the child and family's IFSP; supplying information to parents regarding their child's hearing levels, audiology reports, communication development and language acquisition, hearing and visual technologies, and other supportive information.

OHV- On-going Home Visits

One-hour home visit with family (may be done along with other Early Intervention provider). A summary report (duplicate form) will be given to the parent at each visit. A copy of the summary report will be sent to the FRC/EI provider. Home visits will support the development of the Individual Family Service Plan and outcomes associated with the child's developmental needs. Some of the services could include: participation in eligibility and IFSP meetings; developmental evaluations in the areas of communication, language, cognition, and social-emotional; provide training and technical assistance to IFSP or EI teams in regard to developmental programming; provide assistance in developing the child and family's IFSP; supplying information to parents regarding their child's hearing levels, audiology reports, communication development and language acquisition, hearing and visual technologies, and other supportive information. One-hour home visit with family (may be done along with other Early Intervention provider) via Videophone, Skype or other remote conferencing technology. A summary report (duplicate form) will be given to the parent at each visit, a copy of the summary report will be sent to the Family Resource Coordinator and Early Intervention provider (FRC/EI).

FAM - Family Nights

Coordinated with CDHY and school district. Approximately 2 hours. The CDHY Family Engagement Specialist leads activities and discussions for families.



Specialists on the Outreach Team

ASL - American Sign Language (ASL) Specialist

Areas of ASL Evaluation include: ASL receptive skills expressive skills, and/or Communication skills, interpretation of test results, and written report. Areas of Consultation: The CDHY ASL consultant can provide consultation regarding the establishment of ASL goals, ASL acquisition and planning, assistance with IEP/504 development.

AUD - Audiologist

Areas of Evaluation: Individual room acoustics, child functional listening evaluations (FLE) and equipment checks. Areas of consultation: The CDHY audiology consultant can perform a variety of tasks, which may include checking and/or supporting the district's Assisted Listening Devices (ALDs) and ALDs program development, training regarding rationale for the use of ALDs, individual student need, use and care of technology, recommendations on appropriate FM systems for classrooms and individual students, participation in eligibility meetings, observations/recommendations of classroom environment, access to curriculum and accommodations, discussions with teams to regarding recommendations and written report; recommendations to support the student's communication issues (communication repair and advocacy); listening skill assessment and development (auditory memory, ability to follow multi-step directions); technology troubleshooting (amplification, FM/sound field technologies for student).

BHS - Behavior Specialist

Areas of Evaluation: Functional Behavior Assessment, evaluation of student's Positive Behavioral Intervention Support Plan, Social Emotional Skills Areas of Consultation: Consultation from a CDHY behavior specialist (with fluent signing skills) can provide; assistance in the development of a positive behavior intervention support plan, follow up visits to ensure successful behavior outcomes, training regarding Mind Up Curriculum.

SLC - School Counselor (Direct Services)

Areas of Evaluation: Social Emotional Skills Areas of Consultation: Consultations from the CDHY school counselor can provide: counseling services for students in one on one or group sessions, training regarding mental health issues and deaf children, training for students in bullying, social media cyber related issues, consulting with parents regarding their Deaf child, facilitated discussion on diversity in school for deaf, hard of hearing (signing or listening/speaking students), facilitate social skills, problem solving, emotion management, identity development discussion/training, adapting school's guidance curriculum to include Deaf and Hard of Hearing students.



DPD - Deaf Plus Disabilities Specialist

Areas of Consultation: The CDHY consultant can provide an observation, recommendations for children with deafness and additional disabilities or learning challenges related to communication, academics, and social skills.

TDE - Early Intervention Specialist (Teacher of the Deaf, Direct Services)

Areas of Evaluation: Developmental Evaluations in the areas of communication, language, cognition, and social- emotional skills Areas of Consultation: Areas of Consultation: with the CDHY early intervention specialist consultant can provide: direct services with student to address auditory skills goals, vocabulary development and literacy support, consultation services with preschool/kindergarten teacher and other staff, participation in eligibility and IFSP meetings, training and technical assistance to IFSP or EI teams in regard to developmental programming, assistance in developing the child and family's IFSP outcomes, information to parents regarding their child's hearing levels, audiology reports, communication development and language acquisition, information on hearing and visual technologies.

EIS - Educational Interpreter Specialist

Areas of Evaluation: Interpreting both receptive and expressive skills, for employed interpreters and those seeking employment. Areas of consultation: the CDHY RID certified interpreter specialist can provide: support to the school district for the educational interpreter interviewing process, assistance with development of professional goals, assistance in optimizing the use of the educational interpreter in each setting, facilitation of discussion with interpreters/school staff about the role of the interpreter, job description development, scheduling of educational interpreters, professional development training of all school staff on topics relating to the field of interpreting.

LSL - Listening and Spoken Language Specialist

Areas of Evaluation: Functional Listening Evaluation (FLE), auditory skills, auditory memory, classroom acoustics and student accommodations. Areas of consultation: Consultations from the CDHY listening and spoken language consultant can provide: participation in eligibility meetings, conduct observations/recommendations of classroom environment, access to curriculum and accommodations, provide support for the student's communication issues (communication repair and advocacy); listening skill assessment and development (auditory memory, ability to follow multi-step directions); provide support with technology (amplification, FM/sound field technologies for student), training regarding cochlear implants, FM systems, daily equipment check, and easy problem solving strategies.



LTS - Literacy Specialist (Teacher of the Deaf)

Areas of Evaluation: Functional Reading and Writing skills Areas of Consultation: the CDHY literacy consultant can provide: observations and recommendations of student's program and environment, demonstrations of lessons, and teacher coaching, participation in IEP/504 development, support for student's communication, issues (communication repair, advocacy), support and recommendations for curriculum, accommodations, and modifications in the areas of literacy and other academic areas, facilitate Common Core Standards discussion or training, professional development training in teaching reading and teaching writing skills to deaf and hard of hearing children.

SPY - School Psychologist

Areas of Evaluation: Cognitive, Academic (reading, writing, math) social/ emotional Areas of Consultation: Consultations from the CDHY school psychologist (with fluent signing skills) can provide: support eligibility determination and placement, support with interpreting results for social-emotional assessments, support with interpreting results for adaptive assessments, support with educational programming as needed.

SLP - Speech Language Pathologist

Areas of Evaluation: Functional Listening Evaluation (FLE), speech articulation, spoken language and communication skills Areas of Consultation: Consultations from the CDHY Speech Language Pathologist consultant can provide: appropriate accommodations to support classroom learning, strategies for supporting student language development, suggestions for communication goals and therapy activities, strategies for collaboration between the teacher and the SLP.

SEE - Signing Exact English Specialist

Areas of Consultation: the CDHY Signing Exact English consultant can: provide an observation and recommendations for sign supported English teachers and interpreters, demonstrate supporting English usage through SEE.

TOD - Teacher of the Deaf (Direct Services)

Areas of Direct Services: the CDHY Teacher of the Deaf (TOD) can provide: instruction in academic, communication, language, self-advocacy and social skills of the student, consult with school staff to support classroom listening environment, consult with school staff to support listening technology management, and overall access in the school setting.

TSN - Transition (birth-22) Specialist

Areas of Evaluation: adaptive skills Areas of Consultation: the CDHY transition specialist provide: transition planning support (from B-2 services to preschool,



preschool to kindergarten and from school to work/college, support for collaboration with adult service agencies, development of high school transition plans, development of IFSP to IEP plans.