STANWOOD-CAMANO
SCHOOL DISTRICT

Contact:
Robert Hascall
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
rhascall@stanwood.wednet.edu

TO: Stanwood Camano School District Board of Directors

FROM: Robert Hascall, Executive Director of Special Services

SUBJECT: Professional Services Agreement

DATE: June 4, 2024

TYPE: Action Required

Attached is a contract between Northwest Educational Service District 189 and the Stanwood-Camano School District. NWESD will provide a 1.0 full-time equivalent mental health professional to provide school-based behavioral health services to students in our school district.

Recommendation: It is recommended that the Board approve the contract with NWESD 189.

CONTRACT

BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)

1601 R Ave, Anacortes, WA 98221

(360) 299-4000

Contract Order No: **2425-2050-015**

NWESD Account Code: **2050**

AND **Stanwood-Camano School District**
Name *(Hereinafter referred to as District)*

26920 Pioneer Hwy
Address

Stanwood	WA	98292
City	State	Zip

Phone: 360-629-1200

In consideration of the promises and conditions contained herein, NWESD and the District do mutually agree as follows:

I. PURPOSE

The purpose of this Contract is the implementation and delivery of school-based behavioral health services to the district through the NWESD Licensed Behavioral Health Agency. These services are delivered in accordance with all applicable state and federal health care regulations. This program will support students and schools by providing Tier 3 clinical mental health treatment and other specified mental health supports delivered by Mental Health Professionals.

II. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the NWESD shall provide all labor, materials and equipment necessary to:

1. Partner with identified school within District to assure program standards and benchmarks are met.
2. Employ and supervise a 1.0 FTE Mental Health Professional with appropriate training, experience, and/or certificate(s) to serve schools in the designated school district.
3. Provide mental health behavioral support for students in the designated school location.
4. Work collaboratively with student counselors, administrators, educators, and specialists to develop and implement effective behavioral health support services for students, to include participating in team planning or consultations as needed.
5. Conduct mental health assessments with referred students and if applicable, diagnose mental health conditions and create an individual service plan.
6. Provide individual and/or group therapy services to students as determined necessary and appropriate according to the individual service plan.
7. Deliver high quality therapeutic services including evidence-based behavioral health programs and interventions, such as Motivational Interviewing, Cognitive Behavioral Therapy (CBT), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), client and family centered services and community care coordination, using Multi-Tiered Systems of Support and National School Mental Health Best Practices.
8. Ensure staff are trained to engage in outreach to all students, including methods to minimize language or other communication barriers.
9. Remain accountable to school(s) and District for satisfactory services, schedule, and communication.
10. Collect data, participate in program evaluation and quality management activities as specified in accordance with all applicable laws to protect health care information.
11. Coordinate and follow up with outside resources to provide additional services as deemed appropriate by the treating Mental Health Professional.
12. Implement intentional recruitment and retention strategies designed to expand the diversity of credentialed school-based mental health professionals.
13. Monitor implementation to ensure equitable access to program participation. Special attention will be

placed on engaging students most negatively impacted by mental health concerns, including English language learners, students with disabilities, and students who identify as lesbian, gay, bisexual, or transgender and other populations of students identified through state and local data who may be more at risk for adverse health outcomes.

III. RESPONSIBILITIES OF THE DISTRICT

In accordance with this Contract the District agrees to:

1. Provide a confidential setting for the Mental Health Professional to conduct day-to-day work during the school year and summer workdays to private individual and group therapeutic sessions.
2. Commit to partner with the NWESD Licensed Behavioral Health Agency as per *Attachment I, Roles and Responsibilities for School-Based Mental Health Professionals.*
3. Provide access to relevant electronic student and staff information and technology to perform the program's duties, as per *Attachment II, Technology Agreement.*
4. Provide access to basic office supplies, a telephone, secure internet, a locking file cabinet, connectivity to a copier/printer, and a fax machine.
5. Support and ensure opportunities exist for:
   i. Coordination of appropriate referrals for students to Mental Health Services.
   ii. Students to be able to access Mental Health Services within their school day.
   iii. The development of Mental Health support groups.
   iv. Engaging parent/legal guardian participation in their students' Mental Health Services.
   v. Providing staff training including program awareness, referral process, and mental health promotion.
   vi. Offering school-wide events related to the program, as appropriate.
   vii. Participation on a school-based MTSS team.
6. Provide/identify a school representative who will meet regularly with the NWESD mental health staff and serve as the Point of Contact between the district and the NWESD for services.

The District Point of Contact for the services covered by this contract will be:

Robert Hascall Name	Executive Director of Special Services Position
360-629-1200 Telephone	rhascall@stanwood.wednet.edu Email Address

IV. TERM OF THE CONTRACT

The term of this Contract is September 1, 2024 through August 31, 2025, and will automatically renew for one year unless terminated in accordance with this agreement. Termination is further specified in the Termination section of this Contract.

V. CONTRACT OBLIGATION

The District shall pay an amount not to exceed $50,000 *(fifty thousand dollars*) for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the "Responsibilities of NWESD".

VI. PAYMENT PROVISIONS

The NWESD shall invoice the District on October 1, 2024. The invoice to the District shall be paid within thirty (30) days of receipt.

VII. CONTRACT MANAGERS:

NWESD Contract Manager	**District Contract Manager**
Name: Natalie Gustafson	Name: Robert Hascall
Address: 1601 R Ave Anacortes, WA 98221	Address: 26920 Pioneer Hwy Stanwood, WA 98292
Phone: 360-299-4038	Phone: 360-629-1200
Email Address: ngustafson@nwesd.org	Email Address: rhascall@stanwood.wednet.edu

VIII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the District shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

IX. GOVERNING LAW/VENUE

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

X. INDEMNIFICATION/HOLD HARMLESS

The NWESD shall defend, indemnify, and hold harmless the District in full for any and all claims against the District or its employees, officials or contractors which arise from the acts or omissions of NWESD and its employees, officials and contractors in the provision of services under this contract. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials or contractors which arise from the acts or omissions of the District and its employees, officials and contractors in the provision of services under this contract.

XI. TERMINATION

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the District. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the District as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination, the NWESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

XII. OTHER ASSURANCES

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Contract during the term of this Contract.

XIII. ASSIGNMENT

Neither this Contract nor any interest therein may be assigned by the District without first obtaining the written consent of the NWESD.

XIV. DEFAULT

The District shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the District was false or misleading when made or subsequently becomes so;
2. The District fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the District receives a notice to cure from the NWESD or its designee;
3. The District files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
4. After the termination of the Contract, the District continues to use any of the NWESD's intellectual property.

XV. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

XVI. REMEDIES FOR DEFAULT

If the District is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of $50.00 for each day that the District improperly or without permission uses the NWESD's intellectual property;
4. Consequential and incidental damages to the NWESD from the District's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

XVII. SEVERABILITY

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

XVIII. HEADINGS

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

XIX. INTEGRATION/MODIFICATION

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations,

offers or counteroffers relating to the subjects treated in this Contract. The parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the parties or their respective, authorized representatives.

XX. NOTICES

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in the Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

XXI. FORCE MAJEURE

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

XXII. BACKGROUND CHECKS

By executing this Contract with the District, the NWESD represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

XXIII. CRIMES AGAINST CHILDREN

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

XXIV. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the District and the NWESD, then the District will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

XXV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

NWESD agrees that it may create, have access to, or receive from or on behalf of the District, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). NWESD represents, warrants, and agrees that it will: (1)

hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

XXVI. SUSPENSION AND DEBARMENT ASSURANCES

The NWESD certifies, and the District relies thereon in execution of this Contract, that neither it nor its Principals 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. Further, the NWESD agrees to provide the District immediate written notice 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. The NWESD's certification via the execution of this Contract is a material representation of fact upon which the District has relied in entering into this Contract. Should the NWESD determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Contract in accordance with the terms and conditions therein.

XXVII. SIGNATURES/APPROVALS

The undersigned represent and warrant that they are authorized to enter into this Contract on behalf of the parties.

Larry Francois, Superintendent Date Northwest Educational Service District 189	Deborah Rumbaugh, Superintendent Date Stanwood-Camano School District

NWESD Internal Approvals:

Fiscal: _____

Program Manager: _____

Attachment I

Roles and Responsibilities for School-Based Mental Health Professionals

The NWESD and District agreement for School-Based Mental Health Professional Services (MHP+)

NWESD is excited to partner with you to increase access to school-based mental health services in your schools. NWESD will recruit, hire, train, place, and provide clinical supervision of school-based Mental Health Professionals (MHP+) to be placed in your district. The school-based providers are credentialed to offer clinical mental health services to children and youth through the NWESD Licensed Behavioral Health Agency.

The NWESD School-Based Mental Health Professional (MHP+) model includes:

- Placement of School-Based Mental Health Professional (MHP+) in district/school.
- Clinical supervision necessary for licensed clinicians who can provide one-on-one mental health therapy.
- Compliance with all state and federal regulations for clinical mental health services.
- Assessment and diagnosis of mental health conditions in children and youth.
- Individual therapy and engagement of families in care plans.
- Management of a student caseload.
- Up to 190 days of service, which may include summer.
- Expectation that MHP+ may spend 80% of time conducting individual mental health services including screening, assessment, care coordination and ongoing therapy.
- Expectation that MHP+ may spend up to 20% of time in consultation and collaboration with building teams, NWESD behavioral health team, Tier 2 mental health support sessions or groups, and data collection and documentation.
- Expectation that MHP will attend NWESD staff meetings and professional development throughout the year.

What will the MHP need to work in your building?

Each therapist requires:

- A secure office that allows for consistent privacy.
- A locking filing cabinet.
- Access to secure internet.
- Flexibility to be able to meet with students during their school day and willingness for teachers to release them. Therapists make efforts to meet with students during class times that are least likely to impact learning and important content areas.
- Access within the district to safely and confidentially work with students for 10 days during the summer months.
- School building office and counseling staff will need to work with the Mental Health Professional to develop procedures for retrieving and returning students to and from class as discreetly as possible.

What does the MHP do?

- Individual mental health therapy on a routine basis.
- Teach coping skills and other problem-solving techniques.
- Psychoeducation to students.

- Meet with parents or other family/caregivers.
- Consultation with teachers or other building staff, about students on their caseload.
- Classroom observations of their clients.
- Create treatment plans, which if appropriate, correspond with the student's IEP.
- The MHP may be able to do Mental Health support groups if the NWESD deems it appropriate.

What does an MHP NOT do?

- The MHP does not do any task that has already been assigned to a school staff (recess or lunch duty, dealing with discipline issues, attending home visits that the school needs to make, etc.).
- The MHP cannot assume any responsibility held by the school, this includes crisis response for any student who is not on their case load.
- Provide services to building staff.
- MHP's do not provide therapy at school to students who have a therapist within the community.
- MHP's may not be directed or assigned to provide service by an IEP process of the school district; Students with an IEP may be referred to our services independent of the IEP process.
- Share information freely under the guidelines of FERPA. The MHP is required to follow HIPPA guidelines.

How will referrals be made and what happens next?

- There is an NWESD referral form to be completed.
- One or two point person(s) should be identified for referrals. Usually, this is the school counselor.
- Students can refer themselves and receive help completing referral paperwork.
- We ask that counselors prioritize referring students who will not be seen in any other capacity unless the therapist comes to their school.
- The MHP will likely have a full caseload. The school will be responsible for maintaining a waitlist and adding referrals as the MHP indicates there are additional openings.
- Students will participate in an assessment process with the therapist to determine the appropriate course of mental health care.
- Assessment may include:
    i. Selection and use of an evidence-based screening questionnaire or questionnaires; PHQ9, SDQ, GAD7, MFQ, SCARED, etc.
    ii. A bio/psycho/social diagnostic mental health assessment with the student and potentially their parent/guardian.
- The NWESD will conduct a program eligibility check, including screening for access to private insurance and Medicaid eligibility. Lack of insurance will not limit access under this agreement.
- The Mental Health Professional will connect individuals that do not meet screening criteria to other community resources. The MHP may provide Tier 2 services at school or may refer to other school-based services, (e.g., school social worker, Communities in Schools, school nurse) based on specific need and availability.

Who has access to services?

- The NWESD allows for access to all students regardless of insurance or financial need.
- Priority will be given to students with Tier 3 mental health concerns and mental health diagnoses.
- The expectation is for students to participate in services as scheduled. If students disengage or choose not to attend, their file will be closed until they are ready to actively resume services.
- Due to additional grant funding, the NWESD is able to allow for more missed sessions than generally permitted by an outside agency, as long as the student remains engaged on some level.

Attachment II

Technology Agreement

The NWESD is excited to partner with you to provide Mental Health Services to District students and families for the 2024-25 school year. The Mental Health Professionals are NWESD employees, who are embedded in the District school buildings to provide close access for students to engage in services. To provide these services the NWESD requires access to the technological support necessary for quality program implementation.

Below are the specific actions we request from the District for technology support:

1. The District will identify a technology point of contact for the Mental Health Professional and their NWESD supervisor. _____
2. The District will route this contract attachment to the Technology Department Lead and any other necessary staff.
3. The District will provide full network internet access. Our Mental Health Professionals utilize a HIPPA compliant cloud based electronic health records system to access all client information, online forms and create documentation.
4. The District will provide access to Skyward student information and a district email account so that NWESD employees can gather basic information necessary to provide student services and communicate with district staff.
5. NWESD employees must use our own equipment/windows laptop, due to the confidential nature of health care work and all applicable laws.
6. NWESD employees will need access to printing, scanning, and related materials from their NWESD issued Windows laptop. Before they can begin significant work, we'll need to have your technology support team assist in granting access and configuring drivers and software. Our technology support can be available for remote assistance during this process.
7. This access must be year-round. Our Mental Health Professionals continue to meet with students and families at either school or district locations during the summer break.
8. NWESD employees will comply with and sign district technology user agreements.