



# Memorandum of Agreement for Services Provided by ESD 123

Between

## Educational Service District 123 (ESD 123)

3924 West Court Street • Pasco, WA 99301

AND

## Kennewick School District (District/Contractor)

1000 W. Fourth 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 audiological evaluation requiring the mobile clinic or the ESD 123 audiology clinic at a cost of \$150. If the school district is enrolled in School Based Medicaid, the audiologist will bill on behalf of the school district.
- 4) Compensate ESD 123 for the cost of interpreter services, if needed. This includes fees incurred for appointment cancellations less than 48 hours in advance.


- 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, 2024, and shall terminate at midnight on August 31, 2025, 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 paid by the District/Contractor not to exceed \$37,152.00.  
ESD 123 shall submit properly computed invoices to the district monthly.

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




#### Educational Service District 123




DocuSigned by:  
  
 6/25/2024 | 11:59 AM PDT  
 Steve McCullough, Superintendent  
 Educational Service District 123

#### Kennewick School District

DocuSigned by:  
  
 7/25/2024 | 2:00 PM PDT  
 Dr. Traci Pierce, Superintendent  
 Kennewick School District

1206.81.0000.8250.0000  
 ESD 123 Budget Account Code(s)

DS DS DS  
  
  


DS DS DS  
  
  


**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**

Either party may terminate the Agreement by providing the other party thirty (30) days prior written notice. 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 speech reading, 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**

Either party may terminate the Agreement by providing the other party thirty (30) days prior written notice. 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.

**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.

**ATTACHMENT B:**

**Special Education Cost Estimate for Kennewick School District**

**2024 – 2025 School Year**

Service	Days (Hours)	Daily Rate	Total
Audiology Services	36 (288)	\$1,032.00	\$37,152.00
<b>GRAND TOTAL</b>			<b>\$37,152.00</b>

<sup>DS</sup> <sup>DS</sup> <sup>DS</sup> <sup>DS</sup> <sup>DS</sup> <sup>DS</sup> <sup>DS</sup> <sup>DS</sup>

*cl* *TJB* *kh* *Sm* *LB* *MS* *[Signature]* *[Signature]*

**Certificate Of Completion**

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Dept.: SpSvc-Audiology	
FiscalYear: 24-25 FY	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 7	Initials: 14
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3924 West Court Street
	Pasco, AL 99301
	contracts@esd123.org
	IP Address: 216.186.5.190


**Record Tracking**

Status: Original	Holder: ESD 123 Contracts	Location: DocuSign
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**Signer Events**

Craig Bailey  
cbailey@esd123.org  
Executive Director of Special Services  
Educational Service District 123  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 216.186.5.190

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Signed: 6/20/2024 11:59:12 AM

**Electronic Record and Signature Disclosure:**  
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Travis Belisle  
tbelisle@esd123.org  
Fiscal Services Administrator  
Educational Service District 123  
Security Level: Email, Account Authentication (None)




Signature Adoption: Uploaded Signature Image  
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Kristi Hofheins  
khofheins@esd123.org  
Assistant Superintendent  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 174.198.9.152

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Steve McCullough  
smcullough@esd123.org  
Superintendent  
Educational Service District 123  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Steve McCullough*  
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
Lexie Buschbach  
lexie.buschbach@ksd.org  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Pre-selected Style  
Using IP Address: 205.196.7.2

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Matt Scott  
matt.scott@ksd.org  
Asst. Supt. K-12  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Pre-selected Style  
Using IP Address: 205.196.7.2

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Vic Roberts  
Vic.Roberts@ksd.org  
Director of Business Operations  
Kennewick School District  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Drawn on Device  
Using IP Address: 205.196.7.2

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Dr. Traci Pierce  
traci.pierce@ksd.org  
Superintendent  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Madison Washam  
mwasham@esd123.org  
Fingerprint Specialist/School Health Administrative Assistant  
Educational Service District 123  
Security Level: Email, Account Authentication (None)

Sent: 7/25/2024 2:00:34 PM

**Electronic Record and Signature Disclosure:**  
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Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Madison Washam mwasham@esd123.org Fingerprint Specialist/School Health Administrative Assistant Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/20/2024 9:24:58 AM Viewed: 6/20/2024 9:24:58 AM Signed: 6/20/2024 9:24:58 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 7/25/2024 2:00:34 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Alex Cann acann@esd123.org Artist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 7/25/2024 2:00:34 PM
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**Electronic Record and Signature Disclosure:**  
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Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 7/25/2024 2:00:34 PM Viewed: 7/25/2024 2:07:56 PM
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Kristen Cervantes  
 kcervantes@esd123.org  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Educational Service District 123 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Educational Service District 123:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kvotaw@esd123.org

### **To advise Educational Service District 123 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kvotaw@esd123.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Educational Service District 123**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kvotaw@esd123.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Educational Service District 123**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kvotaw@esd123.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Educational Service District 123 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Educational Service District 123 during the course of your relationship with Educational Service District 123.