AGREEMENT

This Agreement is hereby made by and between the **Tacoma-Pierce County Health Department** ("**Department**"), and **Franklin-Pierce School District** ("**School District**"). **Department** and **School District** are individually referred to as a party and collectively as the parties.

RECITALS

A. Whereas the **Department** seeks to promote public health in Pierce County by working with the **School District** to collect, analyze, and report teen Mental Health First Aid (tMHFA) data that include student-reported mental health outcomes; and

B. Whereas, the **School District** has agreed to allow the **Department** to use and report the tMHFA data as provided herein; now, therefore, the parties agree as follows:

I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

A. ***Agreement*** means this Agreement together with the below-identified attachments, each of which is incorporated in this Agreement by this reference.

Addendum	Page	Description
A	6-7	Scope of Work
B	8	List of Covered Schools

B. ***Services*** means all work performed by **School District** or **Department** pursuant to and governed by this Agreement.

C. ***Records*** means all documents arising out of or related in any way to the **Services**, including, without limitation, any paper, correspondence, note, report, tape, plan, book, photo, film, video, sound recording, machine-readable material and data file in the possession or under the control of the parties, their employees, agents, successors, or assigns.

D. ***Confidential Information*** means all non-public information that either party designates as being confidential, or that which under the circumstances ought to, in good faith, be treated as confidential.

II. TERM

The term of this Agreement shall begin January 1, 2026, and end December 31, 2026, unless terminated earlier pursuant to its terms and conditions. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date. **Department** reserves the right to renew this Agreement on the same terms, for up to one (1) additional one (1) year term, based upon available funding, and satisfactory performance.

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III. HOLD HARMLESS

Each party to this Agreement agrees to defend, indemnify, and hold harmless the other party, its officers, employees, elected and appointed officials, and volunteers, from and against any and all liability, loss, cost, damage and expense, including but not limited to, costs and attorney's fees in defense thereof because of actions, claims, or lawsuits for damage arising from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and for any damage to property, including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the first party's negligence or willful misconduct under this Agreement.

In the event of liability for damages arising out of personal or bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability shall be only to the extent of its negligence or willful misconduct.

This duty to defend, indemnify and hold harmless shall apply regardless of whether a claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and each party waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this Agreement is executed after the services described herein begin and shall extend to claims arising after this Agreement is terminated.

IV. INSURANCE

Each party shall maintain, at its own expense, during the duration of this Agreement, the following insurance: commercial general liability; professional liability or errors and omissions; worker's compensation; and employer's liability. In the event **School District** has a self-insurance program, School District's responsibilities to **Department** are not waived. All insurance required below shall be secured with insurance companies having an A.M. Best's rating of not less than A-VII.

V. RECORDS AND CONFIDENTIALITY

A. **School District** and **Department** shall maintain and preserve all Records for eight (8) years after the termination of this Agreement, despite any document retention policy to the contrary.

B. All Records except medical and client treatment records or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws. Medical client treatment records of all kinds shall be considered confidential. School District and Department acknowledge they are public entities that are subject to the public records act, chapter 42.56 RCW.

VI. USE OF DATA

The data generated as part of the Services described in Addendum A will include student-reported mental health outcomes, particularly their ability to seek support from a trusted adult or peer. This data will be used to evaluate the Pierce County tMHFA training program. In the event the **Department's** use of the survey data described in Addendum A will or may result in the identification of the **School District** or individual schools, then the **Department** shall obtain written permission from the **School District's** superintendent or his or her designee prior to any such use. Provided, however, permission shall not be required when the data is presented in a form that prevents the identification of individual schools or school districts.

VII. SUSPENSION/TERMINATION

The **Department** may terminate this Agreement at any time upon the default of the other party or upon public convenience, including but not limited to loss of or reduction in funding. In the event of termination, all finished

or unfinished documents, reports, or other material or work of **School District** pursuant to this Agreement shall be submitted to **Department**. Termination shall be accomplished by providing **School District** with fourteen (14) days' written notice.

VIII. MISCELLANEOUS

A. Effective Date. This Agreement shall be effective on the date both parties have signed the Agreement.

B. Jurisdiction; Attorney Fees. This Agreement shall be administered and interpreted under the laws of the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington. In the event of litigation arising out of this Agreement, each party shall be responsible for payment of their own attorney's fees and costs except as otherwise provided herein.

C. Interpretation. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

D. Independent Contractor. All **Services** shall be furnished by **School District** as an independent **Contractor,** and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. **School District** is not entitled to any **Department** benefits including, but not limited to, overtime pay, worker's compensation, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to **Department** employees.

E. Notice and Modification of Agreement. All notices required under this Agreement shall be directed to the designated Representative in writing and personally delivered or sent by email or sent by certified mail, return receipt requested. Notices shall be effective upon the earlier of receipt by the party or three (3) days after mailing if sent by certified mail, return receipt requested. No amendments or modifications to this Agreement are valid or binding until reduced to writing and signed by the Representatives of both parties.

F. Assignment. Neither party may assign its interest in this Agreement without the other party's prior consent.

G. Compliance. Each party, its agents, employees, and others over whom the party has supervision or control shall perform the Services in accordance with and shall adhere to and/or comply with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations, and lawful orders of any governmental authority or agency.

IX. NONDISCRIMINATION

Each party covenants that in providing the **Services** and otherwise performing under this Agreement, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

X. DISPUTES

In the event of a dispute in the interpretation or application of this Agreement, both parties are to proceed with good faith negotiation to resolve said dispute. However, in the event such dispute cannot be resolved within thirty (30) days of either party requesting negotiation, the dispute may be appealed to the Director of Health for resolution.

XI. AGREEMENT EXECUTION

A. **Department** and **School District** both represent and warrant that they have the power, authority and legal right to enter into this Agreement by and through the undersigned Representatives, they have

taken all action necessary to authorize the execution, delivery and performance of this Agreement and all other documents and instruments otherwise required or contemplated hereunder, any and all of which do not and shall not contravene the provisions of any governing document or agreement or instrument to which **Department** or **School District** is bound, and shall not cause or result in any violation, breach or default of, or accelerate any payment under, any such agreement or instrument. When executed and delivered, this Agreement will constitute the legal, valid and binding obligations of **Department** and **School District**.

B. This Agreement and any amendments may be executed and transmitted electronically and/or digitally in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original. Signed copies of this Agreement shall be deemed original.

XII. AGREEMENT REPRESENTATIVES / LIAISONS

The below-identified Representatives of **School District** and **Department** certify that they are authorized to sign and bind each the respective entities. Absent written notification advising otherwise, the written consent of the same Representatives shall be required to effectuate any amendment or modification of this Agreement.

School District and **Department** both agree to identify a Liaison intended to serve as a primary contact during the administration of this Agreement relative to the operational details, scheduling, and any other matter that does not constitute a modification or amendment of the Agreement.

Representatives of the parties shall be as follows:

On behalf of **School District:**

Lance Goodpaster
Franklin-Pierce School District
315 129th St
Tacoma, WA 98444
Phone: (253) 298-3000
Fax: (253) 298-3015
Email:lgoodpaster@fpschools.org

The Liaison for **School District** shall be:

Timothy Bremner
tbremner@fpschools.org

On behalf of **Department:**

Ingrid Payne, Finance Director
3629 South D Street, MS1004
Tacoma, WA 98418-6813
Phone: (253) 798-4789
Fax: (253) 798-6019

The Liaison for **Department** shall be:

Courtney Chandler
Email: chandler@tpchd.org

IN WITNESS WHEREOF, the parties hereby indicate their acceptance of the terms of this Agreement by causing their duly authorized officers or representatives to execute this Agreement as of the date set forth below.

SCHOOL DISTRICT: Franklin-Pierce	**TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**
19/03/2026	04/09/2026
Date of Signature	Date of Signature
Lance Goodpaster	Su Yi
Authorized School District Signature	Authorized Department Signature
Lance Goodpaster	**Su Yi, Accounting Manager**
Printed Name of Authorized Signature	Printed Name of Department Signature

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ADDENDUM A: SCOPE OF WORK

This Addendum applies to Agreement between **Department** and **School District**. During the specified Agreement term, the parties shall provide the Services described below:

Department is responsible for:

- Access to tMHFA Instructor Dashboard
- Quality Improvement efforts & technical assistance
- Ordering & delivery of tMHFA teen manuals & participation incentives to schools, prior to the start date of each training to ensure schools are set up for success.
- Data collection and analyses of pre & post surveys
- Enter Submit-a-Course entries to ensure instructors receive credit for completed trainings through the National Council to maintain their yearly certification.
- Offer assistance with training coordination, if needed.
- Communication with the National Council, when necessary.
- Provide tMHFA pre-post data to individual schools, bi-yearly.

School District is responsible for:

- Developing the tMHFA training schedule & once complete, sending to **DEPARTMENT** at least 3 weeks prior to training start dates to ensure delivery of materials is on-time.
- Ensure tMHFA trainings take place, yearly, with the goal to incorporate into curriculum and is offered for an entire grade level (ex. Health course for all 9th grades, ELA classes for 10th graders, etc.).
- Pay for any additional tMHFA instructor certification trainings needed to train any additional staff within the school. These instructors will still need to complete the **DEPARTMENT** onboarding process to be connected to Pierce County's implementation site. **DEPARTMENT** will assist with signing up new instructors for their training.
- Ensure 5-10% of staff are trained in Youth Mental Health First Aid.
- Provide principal or superintendent permission for **DEPARTMENT** to have access to School-level Healthy Youth Survey Data.
- Collect and submit all pre & post student surveys for all students, every training.
- Instructors will follow all necessary pre and post training steps by accessing the tMHFA Dashboard, completing all necessary forms in a timely manner. These steps include the following:

  Step 1: Pre-training work:

  At least three weeks before starting:

  1. Complete the Pre-Training Coordination Form
  2. Coordinate delivery of SWAG bags and teen Manuals with TPCH Staff
  3. Email/ Send home parent/guardian letter and student letter
     - tMHFA Parent letter
     - tMHFA participant letter

  Step 2: During Training

  Before every session:

  - Print paper surveys and the QR codes for surveys
    - Student survey QR codes
    - Paper version of Pre-Survey
    - Paper version of Post-Survey
  - Have exit slips printed before every training session
    - Exit Tickets

Start of first session:

- Have students complete pre-survey
  - Online Version of Pre-Survey
  - Paper version of Pre-Survey

End of every session:

- Collect exit tickets and sort into piles:
  - Questions to answer at the beginning of next session
  - Identify and connect students who asked for follow-up with appropriate supports

End of last session:

- Have students complete post-survey
  - Online version of Post-Survey
  - Paper version of Post-Survey
- Direct students to keep their manuals
- Pass out student certificates

Step 3: Post-training work

1. Complete tMHFA Completed Training Report for ***each*** completed training. If co-facilitated, only one instructor needs to complete this step.
2. Scan and submit all paper copies of surveys by clicking the link below:
   a. Paper Survey Submission Form

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ADDENDUM B: LIST OF COVERED SCHOOLS

Franklin-Pierce School District:

1. Point of contact name: **Timothy Bremner**
2. Point of contact email: tbremner@fpschools.org
3. Addresses for each school:

School #1: **Washington High School**
12420 Ainsworth Ave S
Tacoma, WA 98444

School #2: **GATES High School**
4608 128th St. E
Tacoma, WA 98446

School #3: **Franklin-Pierce High School**
11002 18th Ave E
Tacoma, WA 98445

4. Signer of MOU: **Lance Goodpaster**

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CONTRACT FOR SERVICES -amended signing authority

Final Audit Report 2026-04-09

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