



TO: BOARD OF DIRECTORS  
FROM: PAM GENTZ  
SUBJECT: CONTRACT FOR PROFESSIONAL SERVICE PROVIDER  
DATE: SEPTEMBER 6, 2016  
TYPE: ACTION NEEDED

The purpose of this contract is to provide appropriate educational services not available within the Stanwood-Camano School District.

1. Birth to Two Services: Sherwood Community Services

The purpose of this contract is to provide special education services for students in our District ages 0-2.

Recommendation: To approve this contract between Stanwood-Camano School District and Sherwood for special education services for the 2016-17 & 2017-18 school year.

**AGREEMENT FOR EARLY INTERVENTION SERVICES  
BETWEEN  
CHILDREN'S SERVICES AT SHERWOOD COMMUNITY SERVICES  
and  
STANWOOD-CAMANO SCHOOL DISTRICT  
Effective September 2016 through August 2018**

In consideration of the promises and conditions contained herein, Children's Services at Sherwood Community Services (hereinafter referred to as Sherwood) and the Stanwood-Camano School District (hereinafter referred to as the District) mutually agree to the following terms and conditions of this agreement for the provision of educational services for children residing within the boundaries of the District who are age birth to three years.

**I. Nature and Purpose of the Agreement**

The purpose of this Agreement is to set forth the terms and conditions under which Sherwood will provide early intervention services as defined in 34 C.F.R. 303 in accordance with Part C of the Individuals with Disabilities Education Act ("IDEA") and applicable regulations under the Washington Administrative Code. Nothing in this Agreement creates any form of partnership, agency or joint venture relationship between the District and Sherwood. Neither party to this Agreement is authorized to bind the other party or hold itself out as the agent or representative of the other party.

**II. Sherwood**

2.1 Sherwood represents and warrants that it has been approved as a Part C contractor by the Department of Social and Health Services, and that it has read and understands the current Washington State Early Support for Infants and Toddlers (ESIT) Application for Federal Assistance (hereinafter referred to as the State Application), and further represents and warrants that its entry into the Agreement and performance of services under this Agreement would not be inconsistent with any of the representations and promises of the Department of Social and Health Services under the State Application.

2.2 Sherwood agrees that the provision of services under this Agreement shall be staffed and supervised by appropriately certificated and licensed personnel. Sherwood agrees that employees who have regularly scheduled unsupervised access to children have complied with pre-employment background check requirements of Chapter 43.43 RCW and 28A.400.303 and no background check has disclosed any information suggesting that it would be inappropriate for the employee(s) to have unsupervised access to children, developmentally disabled persons, or vulnerable adults. Sherwood agrees that all employees have been trained in and have signed statements pursuant to DSHS/DDD Policy 5.14 regarding Positive Behavioral Supports and DSHS/DDD Policy 5.15 Use of Restrictive Procedures. Both parties agree that they and their agents will comply with all applicable local, state and federal statutes and regulations, including, but not limited to, due process requirements, and staff training regarding blood-borne pathogens. Sherwood agrees to meet all licensing and other requirements for providing services under this Agreement, at its own expense.

2.3 Sherwood will provide services in compliance with all applicable laws and regulations, including without limitation, IDEA, 34 C.F.R. 303, the Family Educational Rights and Privacy Act of 1974, the Americans with Disabilities Act, applicable state special education regulations, the State Application, and the IFSP with respect to each Participating Child. These services may include, but not be limited to providing cognitive and social-emotional assessments by Washington State certified staff, developing and providing on-going modifications of the IFSP for each Participating Child, providing an individualized early intervention program and curriculum for each Participating Child to meet IFSP outcomes, which may include individual and/or group services and parent education. Sherwood agrees that at a minimum each Participating Child's IFSP will be written annually with 1 review at 6 month intervals. Sherwood further agrees to provide family resource coordination for each Participating Child. Sherwood agrees to develop and maintain program master records for each student including a minimum of 2 progress summaries per year. Sherwood further agrees to comply with school district practices regarding positive behavioral supports, confidentiality and training.

2.4. Sherwood agrees to notify the District of any critical incidents regarding Participating Children, which includes, but is not limited to, complaints regarding services, conditions or treatment of Participating Children.

2.5 Sherwood may not subcontract its obligations under the Agreement to a subcontractor unless the subcontractor has agreed in writing to be bound by all of the obligations of Sherwood under this Agreement and the District has approved in writing such subcontract. The District's agreement to Sherwood's use of a subcontractor for any portion of the services provided under this Agreement will not relieve Sherwood of any of its obligations under this Agreement.

2.6 Sherwood agrees to make all documents concerning eligibility and provision of services available for review by OSPI and the Infant-Toddler Early Intervention Program (ITEIP) to assure compliance with applicable Washington Administrative Codes (WACs) and IDEA Part C requirements.

2.7 The service locations offered under this Agreement will vary based on the individual child and family needs. This may include services at home, childcare, community infant toddler programs, a school district site, or other Sherwood satellites. Sherwood agrees that services under this Agreement will be provided in facilities that meet the minimum state and local requirements for health and fire safety and which are acceptable to the District.

### **III. Liability Coverage Provisions**

3.1 **Indemnification.** To the fullest extent permitted by law, Sherwood releases and shall defend, indemnify and hold harmless the District and its directors, agents, employees, successors and assigns from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out or resulting from the acts or omissions in the performance of this Agreement by Sherwood or its agents and anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

3.2 **Insurance:** Sherwood shall, at its sole expense, purchase and maintain the insurance described below. Prior to commencing operation of the program described in this agreement, upon renewal, and as requested, Sherwood shall provide the District with proof of insurance evidencing compliance with the foregoing.

3.3 Sherwood agrees to maintain in full force and effect, general liability insurance for bodily injuries (including sickness or death) and property damages in the minimum of \$3,000,000 in the aggregate and no less than \$1,000,000 per occurrence, and auto bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned and hired automobiles. In addition, Sherwood shall maintain professional liability (malpractice) insurance in a minimum amount of \$1,000,000 per claim and no less than \$3,000,000 in the aggregate.

3.4 Prior to the commencement of this Agreement, Sherwood will furnish the District with evidence from the insurer of such insurance protection reflecting the District as an additional insured, and language that indicating the insurance provided by such insurance policies may not be cancelled or altered without first mailing, by registered mail, written notice of such action at least thirty (30) days prior. In addition, Sherwood guarantees to provide the District with 30-days notice of intent and/or cancellation of insurance prior to such action.

### **IV. Definition of the Population to be Served**

Services under this Agreement shall be provided for infants and toddlers from birth to age three, who reside within the boundaries of the District and who meet the definition and eligibility criteria for developmentally delayed as defined by the Washington Administrative Code 392-172-114 as follows:(hereinafter referred to as Participating Children):

1. Those children who meet the eligibility criteria established in Part C of IDEA
  - a) demonstrate a delay of-1.5 standard deviation or 25% of chronological age delay in one or more of the following areas: cognitive, physical, communication, social/emotional or adaptive or
  - b) have a diagnosed physical or mental condition that has a high probability of resulting in a developmental delay.
2. Those children who qualify for one of the other eligibility categories as specified in chapter 392-172 of the Washington Administrative Code

3. And are in need of early intervention services under Part C of IDEA

## **V. Identification Process**

5.1 Sherwood agrees to screen and/or evaluate children age birth through 2 years 8 months who are referred to it by the District, families, or other sources. Children who are older than 2 years 9 months will be evaluated by the District. Referrals for children 2 years 9 months (33 months) or older should be forwarded to the District during the months of September through May. During June, July and August, Sherwood will take referrals for children 2 years 9 months (33 months) or older and conduct an evaluation and write an IFSP, if appropriate. The evaluation tools and procedures selected will conform to requirements of Part C of the IDEA.

5.2 Upon completion of the evaluation, the evaluation team will discuss evaluation results and recommendations for services. District personnel will be invited no less than one week prior to the IPSP meeting. The Family Resource Coordinator (hereinafter referred to as FRC) will contact the district Early Childhood coordinator by phone or email prior to the eligibility meeting to review and discuss the assessment, identified needs, and recommendations for potential services. In the event that the evaluation team is not in agreement regarding eligibility determination, the evaluation team and a school district representative will review the evaluation information for compliance with Part C/IDEA, and make a joint determination of eligibility. The early intervention eligibility meeting and IFSP meeting may be combined.

5.3 The FRC will obtain pertinent referral information and will provide resource coordination services. With parent permission, the FRC will collect and forward to the District all pertinent referral information. When the District is the first point of contact for the family, the District will inform the family of the availability of FRC services.

## **VI. Individualized Family Service Plans**

Sherwood shall develop all IFSPs for Participating Children in collaboration with the family and the District. The IFSP will be written on forms that meet IDEA Part C requirements. The FRC will work together with the family to implement the components of the IFSP.

## **VII. Transition**

7.1 Sherwood shall cooperate fully with the District in connection with the transition of Participating Children to the public school system, including without limitation, providing the District with copies of all requested records pertaining to the services provided to Participating Children.

7.2 Participating Children who turn 3 years old prior to May 1 will transition to the District on or before their third birthday. Other service options may be explored by Sherwood and the District based on WAC requirements, child need, and Sherwood service availability. Sherwood and the District will assure transition procedures and program activities are followed according to WAC 392-172-176 (Transition to Preschool Services) and Washington's Infant Toddler Early Intervention Program, Principles, Procedural Safeguards & Guidelines (Transition to Preschool Services). With the family's permission, the FRC and the District must convene the transitional planning meeting at least 90 days prior to the child's third birthday to review the child's service/program options from the day the child turns three through the remainder of the school year and to determine steps to support the transition. Prior to each child's third birthday the parties will meet to exchange information related to eligibility and program planning for each participating child.

## **VIII. Fees**

8.1 The District will compensate Sherwood for services provided during the District's school calendar year, at the rate of 80% of the State Special Education per pupil allocation, 0-PreK, funding formulas (OSPI Report 1220) for the Stanwood Camano School District. The State Special Education per pupil allocation 0-PreK will be pro-rated over the billing period. The billing period will consist of **9 months** beginning on **October 1** and ending on **June 31**. Adjustments will be made annually when the District receives its adjusted actual allocation rates, (January-May 1220 Report). Sherwood will not request additional funds for services provided under this Agreement.

8.2 The District agrees to compensate Sherwood at the agreed upon rates established in this section, but the District and Sherwood agree that the District is not responsible for reimbursing Sherwood for travel, per diem or other costs.

#### **IX. Enrollment Documentation Requirements, Payment Timelines and Procedures**

9.1 Sherwood will return student enrollment list on or before date of monthly enrollment (first school day of each month – see attached school calendar) confirming the continuing eligibility for each student receiving services within the Stanwood-Camano School district boundaries.

9.2 Children will be included on the monthly invoice when eligibility documentation is completed by the first of the month by Sherwood and the District. Eligibility documentation will consist of appropriate forms and procedures as indicated in the IDEA Part C State Application and will include the following:

- Referral Form
- Consent for Initial Evaluation
- Invitation to Discuss Evaluation Results (may be combined with IFSP meeting)
- Evaluation Summary and Determination of Eligibility for early intervention
- Evaluation Report (if not part of the Evaluation Summary)
- Notice of Ineligibility (when appropriate)
- Invitation to Initial IFSP Meeting
- IFSP which includes
  - Transition Plan for children 2 years and above
  - Consent for Initial Placement

9.3 Upon receipt of the monthly invoice, the District agrees to make payment to Sherwood within thirty-one (31) days. Payments received after the thirty-one (31) day period will be assessed a 1.5 percent late charge per month on all unpaid balances. See attachment A for address and contact information.

9.4 Both Sherwood and the District will retain eligibility documentation.

#### **X. Technical Assistance**

The District will review the files of all children sent by Sherwood. On an annual basis, Sherwood agrees to permit qualified Northwest Educational Service District 189 staff to review a sample of its files of Part C eligible children. The local Part C lead agency and Northwest Educational Service District staff will provide technical assistance to Sherwood and District staff regarding any review findings. Review standards and guidelines shall comply with all regulations.

#### **XI. Term**

This Agreement will be in effect from September 1, 2016 until August 31, 2018. Either party may terminate this Agreement, upon sixty (60) days prior notice. Both parties will notify the other regarding their intent to participate/provide service for the coming school year by February of the current year. Contract amendments and revisions will be made by August of the current year.

#### **XII. Reciprocity**

The Vendor agrees, on behalf of itself and its Subcontractors of any tier, that the invocation of any rights under 42.56 RCW by the Vendor or a Subcontractor of any tier at any time shall initiate an equivalent right to disclosures from the Vendor and Subcontractors of any tier for the benefit of the District.

#### **XIII. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

Sherwood certifies, and the Stanwood-Camano School District #401 (District) relies thereon in execution of this Agreement, that neither Sherwood, 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 (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

Sherwood shall provide immediate written notice to District if, at any time during the term of this Agreement, including any renewals hereof, Sherwood learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

Sherwood certification is a material representation of fact upon which the District has relied in entering into this Agreement. Should District determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

It is also the responsibility of the undersigned vendor to notify lower tier suppliers of their responsibility to report any debarment or suspension action taken against them by the Federal Government. Such reports must be provided to the district immediately.

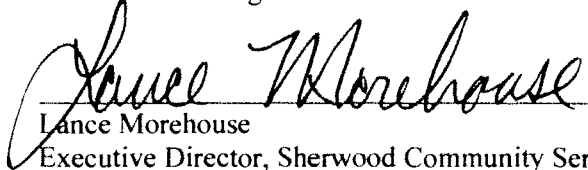
#### **GUIDELINES FOR BILLING SCHOOL DISTRICTS AND OTHER RESOURCES**

District funding maybe used for early intervention services as indicated on each participating child's IFSP up to the per child amount stated previously in this Agreement.

Other public and private funding sources will include the following:

1. Military health benefits through TRICARE;
2. Private insurance;
3. Medicaid/Healthy Options;
4. Private donations;
5. Children with Special Health Care Needs;
6. Division of Developmental Disabilities;
7. Payer of Last Resort IDEA, Part C Early Intervention Funds.

The undersigned are designated as the coordinators of the services to be provided by the parties and agree to the contents of this Agreement.

  
Lance Morehouse  
Executive Director, Sherwood Community Services

8/30/16  
Date

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Lloy Schaaf  
Assistant Superintendent of Teaching and Learning  
Stanwood-Camano School District

\_\_\_\_\_  
Date

