SJC Agreement No. 11HC.042

INTERLOCAL AGREEMENT BETWEEN
SAN JUAN COUNTY HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND ORCAS ISLAND SCHOOL DISTRICT

This Agreement is entered into between the Orcas Island School District ("District") and San Juan County Health and Community Services as the IDEA Part C Lead Agency for the Washington Early Support for Infants and Toddlers program in San Juan County ("Agency") for the provision of Early Intervention Services for eligible children residing within the boundaries of the District.

BACKGROUND

1. The Agency has contracted with Washington State to ensure the provision of services for infants and toddlers ages birth to third birthday (B-3), residing in San Juan County with developmental disabilities and/or developmental delays. The Agency represents and warrants the District that it will ensure the provision of early intervention services, under Part C of the Federal Individuals with Disabilities Education Act ("IDEA").

2. The purpose of this agreement is that the Agency will ensure the provision of services in accordance with the terms and conditions specified in 1) The IDEA Early Intervention Section Part C ("IDEA Part C"), Federal Regulations 34CFR303; 2) The current federally-approved Washington Early Support for Infants and Toddlers program Application for Federal Assistance ("State Application"); and 3) RCW 28A155.065 for children residing within the District and who qualify under Part C of the IDEA.

3. The Agency warrants that it is in compliance with state and federal regulations governing its status as an employer and provider of services, with regard to race, creed, color, national origin, sex, sexual preference, or presence of any sensory, mental, or physical disability, age, or marital status.
4. In consideration of the terms, conditions and performance contained in this Agreement, the parties agree as follows:

I. DUTIES OF THE SCHOOL DISTRICT

The District shall:

A. Provide screening and initial evaluation under their Child Find responsibilities to ensure each child’s eligibility in accordance with IDEA Part C.

B. Identify eligible children and refer them to the Agency for services.

C. Maintain the overall administrative responsibility for managing the duties associated with the state’s count of eligible students (as reported on OSPI Form P223H indicating the number of eligible B-3 children) for accessing state special education dollars for birth to three-year-old children.

D. Provide a school representative who shall serve as the liaison between the District and the Agency. The designee shall be invited to IFSP meetings, staffings, and discussions related to services provided for children who reside within the District’s boundaries and who are receiving services under this contract.

II. DUTIES OF THE AGENCY

A. In collaboration with the family and a Family Resources Coordinator (FRC) hired by the Agency, the Agency will ensure the provision of appropriate early intervention services not to exceed the funds paid to the Agency by the District as set out in paragraph III.A of this Agreement. Funding may be used for any of the 16 early intervention services as defined in IDEA Part C and listed below:

- Assistive Technology
- Audiology
- Family Resources Coordination
- Family training, counseling and home visits
- Health services to enable a child to benefit from the other early intervention services
- Medical services only for diagnostic or evaluation purposes to determine a child’s developmental status and the need for early intervention services. (Does not cover surgical, etc.)
- Nursing services to enable the child to benefit from other early intervention services
- Nutrition services
- Occupational services
- Physical therapy
- Psychological services
- Social work services
- Special instruction
• Social work services
• Special instruction
• Speech language pathology
• Transportation
• Vision services

B. The Agency will assist the District in providing any additional information required by the Office of the Superintendent of Public Instruction.

C. The Agency agrees to provide a gun-free, smoke-free and drug-free place of business.

D. Employees or subcontractors of the Agency who provide early intervention services under this Agreement shall hold any and all state license, certification, or registrations, including background checks, required under the State Application for the profession or discipline in which the person is providing the early intervention services, and as required of a District or Agency employee.

III. FEES

A. The Agency will provide the District with a monthly invoice including the list of children served under this contract for whom the requirements of IDEA Part C are met. Charges will not exceed the State special education excess cost per child allocation, less the District’s 10% administrative fee. Final child count list/billing statements shall be received by the District no later than August 15th for reimbursement.

B. The District shall pay the Agency 90% of the State Special Education allocation per eligible student receiving early intervention services. (For the 2011-2012 school year, this is expected to be $429.00 per month per student.) Payments will be made on a monthly basis from September 2011 through August 2012. Any contracted funds unspent during the school year will be retained by the Agency to continue services during the summer for eligible children in the district.

C. Other public and private sources for funding services may include the following:
• Military health benefits
• Private insurance
• Medicaid/SCHIP
• Division of Developmental Disabilities
• Children with Special Health Care Needs
• Payer of Last Resort IDEA Part C Early Intervention Funds

IV. GENERAL PROVISIONS

A. Each child and family will begin the transition planning process in accordance
B. The Individualized Family Service Plan (IFSP) will be developed by the Parties and establish the service(s), service setting(s), duration, and frequency of the early intervention services. It will also list the various sources of funding for the services to be delivered. Before services are provided by the Agency there will be an IFSP in place that specifies the funding available for the particular child and the maximum services to be provided by the Agency.

V. ADMINISTRATION

A. This Agreement shall be administered by the Director of San Juan County Health and Community Services and the Superintendent of the Orcas Island School District. The Agency’s designee shall work with the person designated by the District to organize and implement the services provided under this Agreement.

VI. MAINTENANCE AND INSPECTION OF RECORDS

A. The District shall maintain accurate and complete records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement.

B. The Agency shall maintain accurate and complete records of its programs conducted pursuant to this contract. For each child enrolled under this Agreement, these records shall include, but not be limited to:

- Documentation of eligibility
- Current IFSP
- Evidence of enrollment
- Evidence of ongoing provision of services
- Documentation of all required and appropriate releases-of-information between the Agency and the District and any appropriate persons representing each of the two parties.

The Agency shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement.

The Agency agrees to submit all written records as mutually agreed upon. The District shall also have the right to audit all records at a time mutually convenient to the parties.

C. All of the above shall be subject at all reasonable times to inspection, review, or audit by either party, its authorized representative, the state auditor, or other governmental officials authorized by law to monitor this Agreement.

VII. INDEMNIFICATION

A. Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the Health Department and the
School District, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

B. The Health Department shall also indemnify the School District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman’s compensation, social security and income tax laws, for the Health Department and any employees or volunteers of the Health Department.

VIII. DEBARMENT CERTIFICATION

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity 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). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party’s certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party 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, it may terminate this Agreement in accordance with the terms and conditions therein.

IX. TERMINATION

Either party to this Agreement may terminate this Agreement, in whole or in part, at any time, by giving at least thirty (30) days written notice.

X. MEDIATION

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorney’s fees and costs.

XI. ARBITRATION

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for
A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

This Agreement shall be governed by the laws of the state of Washington, both as to interpretation and performance.

XII. TERM AND AMENDMENT OF AGREEMENT

A. This Agreement shall be effective from September 1, 2011, to August 31, 2012. It may be altered, extended, or terminated only by written Agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 4th day of October 2011.

ORCAS ISLAND SCHOOL DISTRICT
NO. 137
Barbara Kline
Superintendent

[Signature] 9/1/11
Date

SAN JUAN COUNTY
HEALTH & COMMUNITY
SERVICES
John Manning, Director

[Signature] 9/6/11
Date

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Randall K. Gaylord

By [Signature] 9/1/11
Date

FINAL APPROVAL
Pete Rose
County Administrator

[Signature] 10-4-11
Date