


Stanwood  **Camano**
School District

TO: Board of Directors
FROM: Pam Gentz 
SUBJECT: Interlocal Agreements with Washington State Center for
Childhood Deafness and Hearing Loss
DATE: December 15, 2015
TYPE: Action Needed

The purpose of this interlocal agreement is to provide an initial evaluation and consult services during the 2015-16 school year for a district student with Washington State Center for Childhood Deafness and Hearing Loss.

If you have any questions please feel free to contact me.

Recommendation: To approve the interlocal agreement for special education services for the 2015-16 school year between Stanwood-Camano School District and Washington State Center for Childhood Deafness and Hearing Loss.

CONSULTATION SERVICES AGREEMENT
between
STANWOOD-CAMANO SCHOOL DISTRICT
ATTN: PAM GENTZ
26920 PIONEER HIGHWAY
STANWOOD, WA 98292-9548
(hereinafter referred to as the DISTRICT)

and

WASHINGTON STATE CENTER FOR CHILDHOOD DEAFNESS AND HEARING LOSS
ATTN: LORANA MYERS
611 GRAND BOULEVARD
VANCOUVER, WA 98661-4918
(hereinafter referred to as the CENTER)

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

SCOPE

The purpose of this agreement is to provide **an initial evaluation and up to three follow up consultation services** for District student, _____, in the areas of: Educational Consultative services in compliance with WAC 392-172A but not limited to 392-172-03040.

STATEMENT OF WORK

The Center will be responsible for providing consultation services that best meet the student's and the team's needs in the specific areas of Listening and Spoken Language and the Center will conduct a Speech and/or language assessment, social communication skills assessment. The consultants will provide recommendations for the District. If both parties agree to follow up consultation services, those services could include the following: Participation in eligibility meetings; functional listening evaluations; conducting observations/recommendations of classroom environment, access to curriculum and accommodations, meeting with the team and providing reports; providing support for the student's communication issues (communication repair and advocacy); listening skill assessment and development (auditory memory, ability to follow multi-step directions); technology troubleshooting (amplification, FM/sound field technologies for student).

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from November 2, 2015 through June 30, 2016.

COMPENSATION/PAYMENT

The District shall pay **seven hundred fifty dollars for the initial evaluation (\$750.00) and five hundred ninety-five dollars (\$595.00) per consultant per day** with a total amount not to exceed **two thousand five hundred thirty-five dollars (\$2,535.00)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

PAYMENT PROCEDURES

The District will pay the Center actual expenditures upon receipt of properly completed invoices, which shall be submitted to the District not more than monthly.

ASSURANCES

The Center and the District agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations.
2. Special Terms and Conditions as contained in this basic contract instrument.
3. Exhibit A – General Terms and Conditions

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the CENTER'S authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of TWO pages and ONE attachment, is executed by the persons signing below who warrant that they have the authority to execute the contract.

STANWOOD-CAMANO SCHOOL DISTRICT

CENTER FOR CHILDHOOD DEAFNESS AND HEARING LOSS

Superintendent or Designee

Director or Designee

Date

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- B. "CENTER" shall mean the Center for Childhood Deafness and Hearing Loss of the state of Washington, any division, section, office, unit or other entity of the CENTER or any of the officers or other officials lawfully representing that CENTER.
- C. "CLIENT" shall mean an individual or group receiving services under this contract.
- D. "COGNIZANT STATE AGENCY" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- E. "CONTRACTOR" shall mean that agency, firm, provider organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this agreement.
- F. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the Center.
- G. "DISTRICT" shall mean the agency, school, private organization receiving the services.
- H. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- I. "SUBCONTRACTOR" shall mean one not an employee of the contractor, who is performing all or part of those services under this contract under a separate contract with the contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- K. A "VENDOR" is an entity that agrees to provide the amount and kind of services requested by the Center; provides services under the contract only to those beneficiaries individually determined to be eligible by the Center and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE 'ADA' 28 CFR PART 35

The contractor and the client/district must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CENTER without prior written consent of the CLIENT/DISTRICT.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The CENTER, by signature to this contract, certifies that the CENTER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The CENTER also agrees to include the above requirements in any and all subcontracts into which it enters. The CENTER shall immediately notify the CLIENT/DISTRICT if, during the term of this contract, contractor becomes debarred. The CLIENT/DISTRICT may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

CHANGE IN STATUS

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the CENTER, contractor agrees to notify the CLIENT/DISTRICT of the change. The CENTER shall provide notice as soon as practicable, but no later than thirty-days after such a change takes effect.

CHANGES AND MODIFICATIONS

The contracting officer may, at any time, by written notification to the CLIENT/DISTRICT, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the CLIENT/DISTRICT agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the CLIENT/DISTRICT's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the contractor from proceeding with the contract as changed.

CONFLICT OF INTEREST

The Center may, in its sole discretion, by written notice to the CLIENT/DISTRICT, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CLIENT/DISTRICT in the procurement of or performance under, this contract.

In the event this contract is terminated as provided above, the Center shall be entitled to pursue the same remedies against the CLIENT/DISTRICT as it could pursue in the event of a breach of the contract by the CLIENT/DISTRICT.

The rights and remedies of the Center provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COVENANT AGAINST CONTINGENT FEES

The CENTER warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the contractor for the purpose of securing business. The CLIENT/DISTRICT shall have the right, in the event of breach of this clause by the CENTER, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

DISPUTES

Dispute Hearing

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Center's Executive Director or his/her designee.

1. The request for a dispute hearing must:
 - Be in writing.
 - State the disputed issues.
 - State the relative positions of the parties.
 - State the contractor's name, address, and contract number.
 - Be mailed to the agent and the other party's (respondent's) contract manager within three working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within five working days.
3. The agent shall review the written statements and reply in writing to both parties within ten working days. The agent may extend this period if necessary by notifying the parties.
4. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.
5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

DISALLOWED COSTS

The CENTER is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DUPLICATE PAYMENT

The DISTRICT/AGENCY shall not pay the CENTER, if the CENTER has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Clark County.

INDEMNIFICATION

To the fullest extent permitted by law, the Center shall indemnify, defend and hold harmless Client/District state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. The Center's obligations to indemnify, defend, and hold harmless includes any claim by Center's agents, employees, representatives or any subcontractor or its employees.

The Center expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. The Center's obligation to indemnify, defend, and hold harmless the state, shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

The Center waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship will be created by this contract. The Center and his or her employees or agents performing under this contract are not employees or agents of the Client/District. The Center will not hold himself/herself out as nor claim to be an officer or employee of the Client/District or of the state of Washington by reason hereof, nor will the contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the contractor.

INDUSTRIAL INSURANCE COVERAGE

The Center shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Client/District may collect from the contractor the full amount payable to the Industrial Insurance accident fund. The Client/District may:

- Deduct the amount owed by the Center to the accident fund from the amount payable to the contractor by the Client/District under this contract. and
- Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's rights to collect from the contractor.

LICENSING AND ACCREDITATION STANDARDS

The contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

LIMITATION OF AUTHORITY

Only the contracting officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the contracting officer.

NONDISCRIMINATION

During the performance of this contract, the Center shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Center's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the Center establishes overpayments or erroneous payments made to the contractor under this contract, the Center may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Center or by doing both.

PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. The Center and the Contractor agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express mutually written consent or as provided by law.

Contractor and the Center agree to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Center reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Center.

Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the Center for any damages related to the contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

RECORDS, DOCUMENTS, AND REPORTS

The contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Center, personnel duly authorized by the Center, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The contractor shall provide right of access to its facilities to the Center or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Center.

All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the contractor's business or work hereunder.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Center. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under the contract, but that does not originate there from, shall be transferred to the Center with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the contractor has a right to grant such a license.

The contractor shall exert all reasonable effort to advise the Center, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement.

The Center shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this agreement. The Center shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

SAFEGUARDING OF INFORMATION

The Center and the contractor mutually agree not to use or disclose any:

- Personal Information gained by reason of this contract, or
- Information that may be classified as confidential for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Center and Contract or (2) as may be required by law. The Center and the

contractor shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination.

SAVINGS

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion, the Center may terminate the contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at the Center's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

SINGLE AUDIT ACT REQUIREMENTS

If the contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers.

The contractor shall make the contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, the Center, and the Washington State Auditor's Office. The contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the contractor and its subcontractors who are subrecipients. The contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the contractor shall procure and pay for a single or program-specific audit for that year.

Upon completion of each audit, the contractor shall submit to the contracting officer named in this contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable).

SUBCONTRACTING

Neither the contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Center.

In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Center for any breach in the performance of the contractor's duties.

This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the contracting officer may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, the Center shall be liable only for payment required

under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR DEFAULT

The contracting officer may terminate this contract for default, in whole or in part, by written notice to the contractor if the Center has a reasonable basis to believe that the contractor has:

- Failed to meet or maintain any requirement for contracting with the Center.
- Failed to ensure the health or safety of any client for whom services are being provided under this contract.
- Failed to perform under or otherwise breached, any term or condition of this contract. and/or
- Violated any applicable law or regulation.

If it is later determined that the contractor was not in default, the termination shall be considered a termination for convenience.

TERMINATION PROCEDURE

Upon termination of this contract the Center, in addition to any other rights provided in this contract, may require the contractor to deliver to the Center any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Center shall pay to the contractor the agreed upon price, if separately stated, for completed work and services accepted by the Center and the amount agreed upon by the contractor and the contracting officer for:

- Completed work and services for which no separate price is stated.
- Partially completed work and services.
- Other property or services that are accepted by the Center.
- The protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of the Center. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The Center may withhold from any amounts due the contractor for such completed work or services such sum as the contracting officer determines to be necessary to protect the Center against potential loss or liability.

The rights and remedies of the Center provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the contractor shall:

1. Stop work under the agreement on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated.
3. Assign to the Center, in the manner, at the times, and to the extent directed by the contracting officer, all of the rights, titles, and interest of the contractor under the orders and subcontracts in which case the Center has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause.
5. Transfer title to the Center and deliver, in the manner, at the times and to the extent as directed by the contracting officer, any property which, if the contract had been completed, would have been required to be furnished to the Center.
6. Complete performance of such part of the work not terminated by the contracting officer.
7. Take such action as may be necessary or as the contracting officer may direct, for the protection and preservation of the property related to this agreement that is in the possession of the contractor and in which the Center has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property financed or furnished by the Center shall remain in the Center. Title to all property purchased by the contractor, for which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Center upon delivery of such property to the contractor.

Title to other property, the cost of which is reimbursable to the contractor under the contract, shall pass to and vest in the Center upon:

- Issuance for use of such property in the performance of this contract or
 - Commencement of use of such property in the performance of this contract, or
 - Reimbursement of the cost thereof by the Center in whole or in part, whichever first occurs.
2. Any property of the Center furnished to the contractor shall, unless otherwise provided herein or approved by the Center, be used only for the performance of this contract.
 3. The contractor shall be responsible for any loss or damage to property of the Center that results from the negligence of the contractor or that results from the failure on the part of the contractor to maintain and administer that property in accordance with sound management practices.
 4. If any Center property is lost, destroyed or damaged, the contractor shall notify the Center and shall take all reasonable steps to protect the property from further damage.
 5. The contractor shall surrender to the Center all property of the Center prior to settlement upon completion, termination or cancellation of this agreement.
 6. All reference to the contractor under this clause shall include contractor's employees, agents or subcontractors.

WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the contracting officer of the Center.