



**2021-2022  
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY  
RELIEF-COVID BEHAVIORAL HEALTH PROGRAM**

**INTERDISTRICT AGREEMENT**

**BETWEEN**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT  
800 Oakesdale Avenue SW  
Renton, WA 98057**

**AND**

**FIFE SCHOOL DISTRICT 517  
1720 Oak St.  
Milton, WA 98354**

**THIS AGREEMENT** is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT, hereinafter referred to as "PSESD," and the FIFE SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT."

IT IS THE PURPOSE OF THIS AGREEMENT to provide behavioral health services to schools as a response to increasing behavioral health needs as a result of the COVID pandemic. Behavioral health services will be provided in accordance with the State Plan for the American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) funds submitted on June 7, 2021.

**DUTIES OF PSESD**

In order to assist the DISTRICT, the PSESD shall perform the following functions and duties in accordance with established practices for Behavioral Health Advocate-Student Assistance Professionals (BHA-SAP) in the DISTRICT (site to be determined). Duties shall include but not be limited to the following:

**Note: All targeted activities and levels of service are based on direct, building and community site services. Should a return to virtual schooling occur, the level of service may vary as staff works to develop alternative outreach and support methodology. Staff will work closely with the DISTRICT site assignments and PSESD teams in adapting current practices in a virtual format.**

1. Expand behavioral health (BH) support systems (including mental health and substance use) through a Multi-Tiered System of Support (MTSS) framework with a focus on supporting, enhancing, and expanding Tier 1 and 2 services.

2. Coordinate with and/or complement services with the DISTRICT's other prevention/intervention services.
3. Work with Looking Glass Analytics (LGAN), to allow for data collection and evaluation efforts, and review service data with the DISTRICT as requested and at year end.
4. Provide ongoing supervision of program services to monitor program progress, keep DISTRICT coordinators informed, and report on trends.
5. Place, train, and supervise qualified BHA-SAP staff in assigned secondary schools to:
  - *Participate in multidisciplinary team (MDT) to facilitate referral and coordination of supports*
  - *Conduct screening, monitoring and follow up for students referred from MDT*
  - *Provide individual and group sessions to identified students based on the individualized student success plan*
  - *Coordinate and follow up with outside resources as indicated on plan*
  - *Provide classroom-based supports and interventions for individual students*
  - *Provide family meeting and engagement to coordinate care*
  - *Conducts classroom presentations on topic of mental health and substance abuse issues*
  - *Coordinate school wide BH promotion and awareness campaigns*
  - *Facilitate and monitor community connections and referrals*
  - *Participates in school building staff meetings provide information on access and referral process*
  - *Attend meetings as identified with the BH ESD COVID response team*
6. Utilize confidentiality release forms provided by PSESD or their equivalent.
7. Represent DISTRICT and agency interests at regional and statewide program planning meetings.
8. Collect year-end data with the assistance of the building administrator and DISTRICT coordinator, to include student post-tests, GPA, and attendance records of selected students.
9. Participate in relevant training, meetings, and consultation.
10. Assurance that all PSESD and DISTRICT health safety practices are understood and followed.
11. Should school operations change from site based to virtual learning, PSESD will provide adequate accommodation for prevention/intervention staff to create a home-based workspace. This includes a) access to a computer and monitor, b) internet access to ensure effective communication with the school team and data collection requirements, and c) provisions for/assurance of confidential record keeping.

**PSESD and any employee of PSESD shall be subject to and shall comply with all the requirements and duties of Washington law pertaining to those in public service who work with and around children, including but not limited to the following statutory provisions. The requirements and duties set forth therein shall apply to PSESD and its employees the same as if they were the DISTRICT or employees of the DISTRICT.**

RCW 28A.400.303. Records checks for employees.

RCW 28A.400.330. Crimes against children; convictions or guilty pleas.

Failure to comply with this section shall be grounds for immediate termination of this Agreement.

RCW 28A.400.332. Use of persons, money, or property for private gain.

RCW 26.44.030. Reports of child abuse or neglect.

PSESD further agrees to train its employees about their obligations under this section before they begin providing services.

RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

## DUTIES OF DISTRICT

By accepting the Agreement, the DISTRICT agrees to perform the following functions and duties:

1. When school is site based for staff and/or students: Provide adequate workspace to support the BHA-SAP staff. This includes a) access to internet and email system to ensure effective communication with school team and data collection requirements, b) confidential office setting for individual, family, and group meetings, c) a locked file drawer for confidential record keeping, and d) assurance that all PSESD and the District health safety practices are understood and followed.
2. When school is provided remotely and offered in virtual platforms: Provide BHA-SAP staff with a) access to email and other communication systems to ensure effective communication with school team; and b) opportunities for virtual confidential settings in which to meet with individual students, families, and host educational support group meetings with youth. Access includes identification of platforms being used and assuring access and training for use of identified Learning Management Systems (LMS).
3. Work with the PSESD to obtain MOUs and/or program Work Plan Agreements from school site administrators as a condition of placing FTE at the school site.
4. Inform PSESD of any concerns or questions related to program services as they arise.
5. Define and assure plan for:
  - Parent permission protocol.*
  - Student referrals (via disciplinary, non-disciplinary, parental, self and other referral sources).*
  - Classroom presentations.*
  - Educational support group schedule/logistics.*
  - Student Assistance/Core team membership and activities.*
  - Staff training for program behavioral health awareness.*
  - Integration with other programming related to student assistance.*
6. Ensure schools cooperate with program guidelines to ensure the effectiveness of the BHA-SAPs.
7. Include BHA-SAPs on building level emails to ensure safety and awareness of campus activity.

## PERIOD OF PERFORMANCE

The budget takes effect September 1, 2021, and therefore the PSESD may commence performance of duties and responsibilities, the terms and conditions of which are contained herein, on this date or the date the Agreement is executed, whichever is later. DISTRICT shall reimburse PSESD for those costs incurred in performance hereunder, for that period between the beginning date of performance and the end date of June 30, 2022.

### **PAYMENT**

The DISTRICT's obligation is \$0.00.

PSESD agrees to provide one school year **1.0 FTE** for behavioral health direct services. Such services may be subject to change pursuant to written agreement between PSESD and the DISTRICT.

### **BILLING PROCEDURE**

PSESD will not invoice during this agreement period.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and accurately reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DISTRICT. 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.

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### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **INDEMNIFICATION / HOLD HARMLESS**

Each party shall defend, indemnify, and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of either party.

Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by either party, their agents, representatives, employees or subcontractors.

### **CONFIDENTIALITY**

PSESD acknowledges that student data, material and information which originates from this Agreement, and the student assessment data, material and information which will come into its possession in connection with performance under this Agreement, consists of confidential data owned by the DISTRICT or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging.

PSESD, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to the DISTRICT authorized employees and agents requiring such information and not release or disclose it to any other party unless required by law to do so.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

## ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## SEVERABILITY

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

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**DEBARMENT**

By signing this Agreement, each party, PSESD and the DISTRICT, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into this Agreement.

The PSESD and the DISTRICT agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

**AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.


The Program Manager for PSESD: **Minu Ranna-Stewart, Director, Student Support Services  
Puget Sound ESD  
800 Oakesdale Avenue SW  
Renton, WA 98057  
Email: mranna-stewart@psesd.org**

The Program Manager for DISTRICT: Rachel Dickson  
Fife Schools  
1720 Oak St.  
Milton, WA 98354  
Email: rdickson@fifeschools.com

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Fife School District**

**Puget Sound Educational Service District**

  
Signature

\_\_\_\_\_  
Signature

10/25/21  
Date

\_\_\_\_\_  
Date

Superintendent  
Title

Minu Ranna-Stewart, LICSW  
Director, Student Support Services  
Title

BUSINESS OFFICE USE ONLY

Payor Key: \_\_\_\_\_ Approved by/date: \_\_\_\_\_

Account Codes:

960: \_\_\_\_\_ Amount: \_\_\_\_\_

960: \_\_\_\_\_ Amount: \_\_\_\_\_

Invoiced date/number: \_\_\_\_\_

Comments: \_\_\_\_\_

Copies mailed: Department \_\_\_\_\_ Customer: \_\_\_\_\_