

**CONTRACT FOR EARLY INTERVENTION SERVICES
PUYALLUP SCHOOL DISTRICT AND PIERCE COUNTY HUMAN SERVICES
DEVELOPMENTAL DISABILITIES
2019 – 2020 ACADEMIC YEAR**

In consideration of the promises and conditions contained herein, the Puyallup School District, hereinafter referred to as the "District," and Pierce County Human Services (Developmental Disabilities), hereinafter referred to as the "County," mutually agree as follows:

1 NATURE AND PURPOSE

For the purpose of this contract, Early Intervention Services refers to services provided by a specialized deaf education program to children who are identified as deaf or hard of hearing.

- A. The County will directly or indirectly provide early intervention services in accordance with the terms and conditions specified by the:
 - 1. Individuals with Disabilities Education Act (IDEA), Early Intervention Section (Part C), Federal Regulations 34 CFR 303;
 - 2. Early Support for Infants and Toddlers Program Application for Federal Assistance; hereinafter referred to as the "State Application";
 - 3. Early Support for Infants and Toddlers Program WAC Chapter 170-400
 - 4. Early Intervention Services RCW 28A.155.065.
- B. The County will directly or indirectly provide early intervention services to children and families who reside within the District's boundaries, and who meet the eligibility requirements of Part C of the IDEA.

2 SERVICES PROVIDED BY AND RESPONSIBILITIES OF THE COUNTY

- A. The County will directly or indirectly ensure each child's eligibility and the provision of early intervention services, in accordance with ESIT Policies and Procedures and WAC 170-400.
- B. The County will directly or indirectly ensure that providers of early intervention services under this Agreement meet the requirements of law applicable to persons providing such services, including but not limited to the completion of criminal background checks and/or fingerprints, and the requirement to maintain any state license, certification, or registrations required under the State Application for the profession or discipline in which the person is providing the early intervention services.
- C. Early Intervention Services will be provided twelve (12) months of the year and may include:
 - 1. Assistive Technology Device
 - 2. Assistive Technology Service
 - 3. Audiology
 - 4. Family Training, Counseling, and Home Visits
 - 5. Health Services
 - 6. Medical Services Only for Diagnostic or Evaluation Purposes
 - 7. Nursing Services
 - 8. Nutrition Services
 - 9. Occupational Therapy
 - 10. Physical Therapy

6 TRANSITION FOR INDIVIDUAL CHILDREN

- A. Each child will begin the transition to public school at least six (6) months, but not more than nine (9) months, prior to his/her third birthday. The District and the County will follow the requirements of Part B and Part C of the Federal IDEA, respectively. Transition meetings must occur ninety (90) days prior to the child's transition.

7 ADMINISTRATION OF THE PROGRAM

- A. The County and District will work cooperatively with the representatives of each party to implement the services provided under this Agreement.
- B. The County and District will maintain accurate and complete records of programs and services provided pursuant to this Agreement. For each child enrolled under this Agreement, these records shall include, but not be limited to:
 - 1. Documentation of eligibility
 - 2. Current IFSP
 - 3. Evidence of enrollment
 - 4. Evidence of provision of services
- C. Upon request, the County will provide documentation related to the delivery of early intervention services to a child. The District shall also have the right to audit all records at a time mutually convenient to the parties.
- D. The County will assist the District in responding to requests for additional information, as required by the Office of Superintendent of Public Instruction (OSPI).
- E. Upon request, the County shall provide the District with written copies of policies and other compliance documents related to health, safety, and program administration.
- F. The County and District affirm their compliance with state and federal regulations governing their status as an employer and a provider of early intervention services; the County will not engage in discriminatory practices, including but not limited to those practices which are prohibited on the basis of race, creed, color, national origin, sex, or presence of any sensory, mental, or physical disability, age, or marital status.
- G. The County and District affirm their commitment to provide a weapons-free, smoke-free, and drug-free environment.
- H. The District and the County mutually agree to safeguard the personally identifiable information of children and/or families receiving early intervention services. In the event that personally identifiable information is lost, stolen, or otherwise compromised by the District or the County, the parties mutually agree to notify families, in writing, within one (1) business day of becoming aware of such an event. Notification shall be provided in the form of a single notice, signed by the appropriate representative of the County and the District.

8 TERM AND MODIFICATIONS OF AGREEMENT

- A. This Agreement shall be effective from October 1, 2019 to August 31, 2020.
- B. This Agreement may be modified, altered, extended, or terminated only by mutual written agreement.
- C. In the event that this Agreement is terminated for any reason, the District understands and agrees that the District retains its obligations as outlined in RCW 29A.155.065 and WAC 170.400

**PIERCE COUNTY
AGREEMENT SIGNATURE PAGE**

Pierce County Agreement No. AWD-100596'

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) indicated below:

DISTRICT:

Karen Mool 11/25/19
District Signature Date

Signer's Name: Karen Mool

Signer's Title: Executive Director of Special Education

District Name: _____

Puyallup School District

Street Address: _____

214 West Main

Puyallup, WA 98371-5328

Mailing Address: _____

P.O. Box 370

Puyallup, WA 98371

Contact Name: Kelly L. Carrick

Contact Phone: (253) 841-8700

Federal Tax ID: 91-1655783

PIERCE COUNTY:

Reviewed By: _____ 10/23/19
[Signature] Date
Prosecuting Attorney (as to form only)

[Signature] 10/24/19
Finance Date

Approved By: _____ 10-26-19
[Signature] Date
Heather Moss
Director, Human Services

County Executive Signature Date
(\$250,000 or more)

