



# Inspire Development Centers

Contract \_\_\_\_\_

## Professional Service Agreement for Early Childhood Mental Health Consultation Services

FOR AND IN CONSIDERATION of the duties performed, Inspire Development Centers (hereinafter referred to as IDC), address 2640 E Edison Ave, Suite 1, Sunnyside, WA, 98944, and [CONSULTANT] (hereinafter referred to as Contractor), [ADDRESS] agree as follows:

### 1. PURPOSE

The Purpose of this Agreement is to provide mental health consultation services in compliance with Head Start and DCYF ECEAP Performance Standards and Washington State laws and regulations governing behavioral health professionals.

### 2. SCOPE OF SERVICES

The Consultant shall in satisfactory and proper manner, as determined by the Lead Mental Health/Disabilities (MHD) Specialist, perform the following professional services on an "as needed" basis as set forth in Statement of Services for Statement of Services for Mental Health Services, Attachment A. Consultant shall be responsible to the Lead MHD Specialist.

### 3. SERVICE LOCATIONS

Consultant agrees to provide onsite services to IDC Child Development Centers, Attachment B.

### 4. SCHEDULE AND AVAILABILITY

Consultant agrees to perform scheduled services within ten (10) working days from when they are requested.

### 5. TERM OF CONTRACT

Consultant shall commence performance of the Contract on [START DATE] and shall complete performance to the satisfaction of IDC no later than [END DATE].

### 6. LICENSING AND QUALIFICATIONS

Inspire Development Centers reserves the right to request any documentation listed below for proof of certification prior to award of contract. The person(s) providing services are employed by the Consultant and there is no employee relationship between the parties.

6.1. Education Requirements: Must have earned a minimum of a master's degree or Doctorate's from a regionally accredited institution and hold a current license; along with satisfying the mandated requirements for their field.

6.2. Education Staff Associates (ESA) in public schools in Washington State are required to hold a valid certificate or temporary permit for the specific role in order to be employed or utilized as a contractor. The certificate is an official document which attests to minimum prerequisites. The following professions are accepted:



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- a) Mental Health Counselor must have either a master's or doctoral degree in mental health counseling or a behavioral science master's or doctoral degree in a field relating to mental health counseling.
- b) Social Worker must have either a master's or doctorate social work educational program accredited by the council on social work education.
- c) Certified Staff –must be employed by or have an offer of employment from an agency or facility that is licensed, operated, certified by Washington State, a federally recognized Indian tribe located within the state or a county.
- d) Marriage and Family Therapist must have either a master's or doctoral degree in marriage and family therapy, or behavioral science master's or doctoral degree from an approved school.
- e) Licensed Social Worker Associate must have a master's or doctorate social work educational program accredited by the council on social work education.
- f) Psychologists must have completed a doctoral degree from a regionally accredited institution.

6.3. Qualifications: Must be able to legally practice in the state of Washington as a mental health professional.

- a) Background Check: Effective September 2017, Head Start Performance Standards requires contractors, whose activities involve contact with and/or direct services to children and families or anyone who could have unsupervised access to children and families to complete a background check prior to providing direct services and at least once every five (5) years. Background checks may be obtained through the MERIT System. The cost associated in obtaining the background check is the financial responsibility of the Contractor.
- b) Licenses Required: PhD candidates: Must be licensed for independent clinical practice in the State of Washington. Master's candidates: Any one of the following licenses are acceptable: Licensed Independent Clinical Social Worker (LCSW), Licensed Mental Health Counselor (LMHC), or Licensed Advanced Social Worker (LASW).

## 7. INSURANCE REQUIREMENTS

7.1. Consultant will maintain Professional Liability Insurance and malpractice insurance policy in keeping with accepted standards of his or her profession.

7.2. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, CONSULTANT shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONSULTANT from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONSULTANT or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

- \$2,000,000 General Aggregate



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- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming IDC, its elected and appointed officials, employees and agents as Additional Insured and an endorsement that specifically states that CONTRACTOR’S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by IDC.

## 8. COMPENSATION

To enable the Consultant to perform such services, IDC agrees to Reimburse Contractor:

- 8.1. Direct Services including; Parent Consultation, Classroom Observation and Feedback, Individual Child Observation
- 8.2. Parent Orientation, Staff and Parent Training – [RATE] per hour
- 8.3. Preparation – [RATE] per hour (limited, must be approved before expense occurs)
- 8.4. Travel – [RATE] per hour (calculated to the nearest quarter hour) Travel time is limited to the published travel time sourced from maps.google.com based on the first route provided.
- 8.5. Mileage is not reimbursable under this contract.

To the extent practical the Consultant agrees to strategically plan site visits to minimize travel time.

## 9. IN-KIND (NON-FEDERAL MATCH) CONTRIBUTIONS

In-Kind Although not required as a condition of this Agreement, the Consultant agrees to make reasonable efforts to support the Agency’s In-Kind (Non-Federal Match) requirements when feasible, IDC is as a federally funded Head Start program, is required to secure non-federal contributions to support program operations. These contributions may include donated services, reduced-rate services, supplies, or equipment. To the extent allowable and mutually agreed upon:

The Consultant may provide services at a reduced rate as an In-Kind contribution. If applicable, the Consultant’s reduced/waived rates are detailed below.

Contract has agreed to provide the following In-Kind Contributions.

- 9.1. Direct Services – [amount reduced from original rate] per hour
- 9.2. Travel Time – [amount reduced from original rate] per hour

The valuation of In-Kind Contribution will be documented on the Contractor’s Service Rendered Form. Consultant’s donation of services, outside the scope of this contract, or donation of supplies will be documented on the appropriate IDC In-Kind Donation Form.



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Nothing in this section shall obligate the Consultant to provide unpaid services unless expressly agreed to in writing.

## 10. CONFIDENTIALITY AND DATA PROTECTION

While performing services under this agreement Consultant including its employees, agents, or representatives may receive, be exposed to or acquire Confidential Information. Confidential Information may include but not limited to patient information, contract computer database or computer readable form. Consultant (1) shall not disclose confidential information except as permitted by this Agreement, (2) only permitted use of Confidential Information by employees, agents and representative having a need to know in connection with performance under this Agreement, and (3) advise each of their employees, agents and representatives of their obligation to keep such Confidential Information confidential.

## 11. RECORD KEEPING AND REPORTING

The Consultant shall document all services on IDC’s Service Rendered Form, Exhibit A.

11.1. Onsite Services: Service Rendered Form will be completed by the consultant on the day of services and electronically sent to the specified IDC email address on the same day of service.

11.2 Remote or Virtual Services: Service Rendered Form will be completed by the consultant sent electronically to the specified IDC email address within (1) day of the service date.

## 12. BILLING AND PAYMENT TERMS

The Service Rendered Form provided by IDC will be considered the Consultants’ Invoice. The invoice must include Center name, date, time in/out, type of service provided, child’s first initial and last name (if applicable), travel time and the amount of in-kind for that visit.

12.1. Late Billing: The Consultant agrees to submit all invoices in a timely manner in accordance with the IDC’s billing requirements. Invoices submitted after the required timeframe may be subject to delay, denial of payment, or require additional documentation and approval prior to processing.

12.2. Final Billing Deadline: All invoices for services provided under this Agreement must be submitted no later than 30 Days after the termination or expiration of this Agreement. Any invoices received after this deadline may not be eligible for payment.

Acknowledgement of Billing Terms      Consultant’s Initials \_\_\_\_\_

12.3. Exceptions: Exceptions to late billing requirements may be considered at the sole discretion of IDC and must be requested in writing with justification.

12.4. Compliance: This provision is intended to ensure compliance with federal grant and fiscal reporting requirements applicable to IDC.



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12.5. Payment: Payment shall be made to the consultant within thirty (30) working days after being received by IDC's Accounting Department, 2640 E Edison Ave, Suite 1, Sunnyside, WA 98944. For Billing or Payment questions contact the Accounts Payable Department at 509-837-2225.

All income and reporting of income and taxes to federal and state agencies is the responsibility of the Contractor. IDC will not be responsible for the withholding, paying and/or reporting of any taxes in conjunction with this contract.

## 13. ADDITIONAL CONTRACT PROVISIONS

This Contract is subject to and incorporates the following provisions and the additional provisions outlined in Attachment C:

Consultant shall maintain and make available to IDC complete records and materials as are deemed necessary by IDC to ensure compliance with IDC accounting requirements. IDC, the HHS awarding agency, the US Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

## 14. TERMINATION

Either party may terminate this Contract by providing a thirty (30) day written notice. Written notification shall be made by either party and shall be entitled to an equitable proportion of the compensation for services provided to date. IDC reserves the right to terminate the Contract at any time due to unacceptable delivery of services.

## 15. AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

## 16. DISPUTE RESOLUTION

The agreement will be governed by the laws of the State of Washington. The parties hereby irrevocably consent to personal jurisdiction and venue in the Superior Court of Yakima, Yakima, Washington, for any and all Claims arising out of this Agreement over which that court has subject matter jurisdiction.



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ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, except upon the written agreement of both parties. The only person at the IDC with the power to modify any term of this Agreement is the Chief Executive Officer as follows: A modification of any term of this Agreement will be effective IF AND ONLY IF it is in writing and signed and dated by the Chief Executive Officer of the IDC. Electronic signatures will have no binding effect on either party with regard to a written modification of this Agreement.

IN WITNESS WHEREOF IDC and the Consultant do voluntarily enter into this contract.

Inspire Development Centers

Mental Health Service Provider

\_\_\_\_\_  
Chief Executive Officer/Date

\_\_\_\_\_  
[CONSULTANT]/ Date

\_\_\_\_\_  
ECE Director/Date

\_\_\_\_\_  
Social Security/Federal ID Number

\_\_\_\_\_  
License Number/State of Licensure: Washington



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## Attachment A - Statement of Services

### Scope of Services for Mental Health Services - Site & Individual Level

Mental Health Services at the Site Level include classroom observations and referrals, staff training and orientations, and client staffing.

1. Orientations-Services to be provided by Certified or Licensed Staff.
  - 1.1 Site Orientation - A thirty (30) minute orientation on “Mental Wellness”, resources in the community and the role of the Consultant will be done with parents at each site.
  - 1.2. Mental Health Orientation should be completed within 60 days of start of the program.
  - 1.3. Mental Health Orientation may be combined with programs. (Example: MSHS and MEHS or RHS and REXP).
2. Classroom Observations - Classroom environment observations will be done in thirty (30) minute increments per class unless approval has been received (in writing) by Lead Mental Health and Disabilities Specialist to lengthen observation time. A meeting will take place with classroom staff where feedback will be shared, and the observation will be discussed. The first classroom observation will be conducted to help build relationships with agency staff, identify strengths and areas for improvement in classroom environment, evaluate teacher-child interaction, and identify children who may require future services (prevention/intervention). The need for a second observation to reassess the classroom, teachers, and children will be determined by IDC.
  - 2.1. Classroom Observations to be completed within 60 days of the opening of classroom per program.
  - 2.2. Mental Health Consultants to complete CLASS two-day training with IDC trainer at the cost of provider.
3. Individual Child Observation – Observations of individual children may be requested that will result in a classroom or home plan to support the child, a possible referral for further individual evaluation, or referral to other services. The observation of the children by the consultant will actively involve the impression, knowledge and observation of the child by the child’s parent/guardian and classroom teaching staff. Mental Health Consultant to model appropriate intervention strategies in classroom. Permission from the child’s parents/legal guardian is required for the Consultant to specifically observe a child. IDC staff is responsible for obtaining written permission from the parents. The Mental Health Consultant will have five (5) working days to respond to the center after receiving a referral.



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- 3.1. Mental Health Consultants to complete “Functional Behavior Assessment” to identify specific target behavior, the purpose of the behavior, and what factors maintain the behavior that is interfering with the student’s educational progress. (FBA training at the cost of provider).
  - 3.2. Mental Health Consultants will develop a written behavior modification plan.
4. Feedback Staffing – Special help for children with suspected atypical behavior will occur in the form of a staffing after the individual child observation. These staffing’s will pertain to the implementation of special skills necessary for providing supportive services to children (i.e. behavior modification plans, Individual Positive Guidance Plan (IPGP) classroom management skills, self-regulation activities, etc.) If behavior concerns warrant further supports the Consultant can initiate referrals at this time to mental health agencies with parent permission. These staffing’s are intended to help identify and serve children with significant social-emotional challenges, clinical diagnoses, and children who may qualify with the school district as seriously emotionally disabled.
5. Parent Consultations – Services to be provided by Licensed Staff.
  - 5.1. Parent Consultations to provide individual opportunities for parents to discuss mental health issues related to their child and family and provide access to community resources that address concerns identified by the family. In addition, Parent Consultations should enable parents to work with their family to access community resources that address the concerns identified by the family.
  - 5.2. Two Parent Consultations are allowed per family (beyond the second consultation an Emergency Mental Health Consultations must be approved by Lead Mental Health and Disabilities Specialist.)
  - 5.3. The Mental Health Consultant will have five (5) working days to respond to the center after receiving a referral.
  - 5.4. Mental Health Consultants to bill only direct services as “No Shows” are considered non-billable time.
6. Training
  - 6.1. Parent Training – will occur on an identified training topic specified by IDC in conjunction with the Consultant related to Social Emotional Development, Early Childhood Mental Health, and other topics pertinent to our families. To be completed prior to end of program term.
  - 6.2. Staff Training – will occur on an identified topics specified by IDC in conjunction with the Consultant related to Social Emotional Development, Early Childhood Mental Health, Supporting children with challenging behaviors, and other topics pertinent to our staff. To be completed prior to end of program term.



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6.3. Mental Health Consultants to attend required training provided by IDC as deemed necessary. Mental Health Consultants to document services rendered at a reduced hourly rate.

6.4 Quarterly Meeting – A quarterly face to face or teleconference meeting will be held with IDC staff and Mental Health Consultant to discuss the mental health program strengths and procedures for the program year. IDC staff will complete an evaluation survey to identify needs and strengths.

## 7. Report and Case Files

7.1. Original Consultation Notes should be sent via mail with service rendered forms to Lead Mental Health and Disabilities Specialist to be stored in a locked file and one copy of the report will be kept by Mental Health Consultant for follow up; to be stored in a locked file

7.2. Center staff will provide screening services for all children utilizing the Ages and Stages Questionnaire: Social Emotional. For children who require additional evaluation, assessment, and treatment; medical coupons, private insurance, and/or sliding fee scale will be used on a case-by-case basis. An addendum to the contract can be done for those families who cannot afford the sliding fee scale. IDC Staff will make this decision.



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## Attachment B - Service Locations (By County)

[Site Name, Address, Phone, Contact Information]



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## Attachment C - Standard Contract Provisions

### Standard Contract Provisions/Requirements

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323. (K) See § 200.216. (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Early Childhood Mental Health Consultation Service Provider  
[VENDOR NAME]