

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County, Washington

AND

Northwest Educational Service District 189

THIS AGREEMENT is made and entered into by and between Northwest Educational Service District 189 ("Contractor") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose is to provide behavioral health intervention and treatment services for children in grades K-8 in all seven school districts in Skagit County. The services will be community-based, school-connected, culturally competent, developmentally appropriate and accessible to families. Use of Evidence Based Programs is required.

2. **RESPONSIBILITIES:** See Exhibits "A" Specific Terms and Conditions, and "B" Scope of Work, attached hereto and incorporated by reference.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2014 through August 31, 2014.

4. **MANNER OF FINANCING:** See Exhibit "C" Compensation, attached hereto and incorporated by reference.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Skagit County Community Services' Mental Health Program Coordinator.

5.2 The Contractor's representative shall be NWESD's Prevention Director.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.

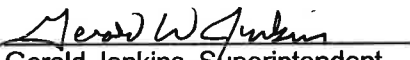
9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

12. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY: The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

GOVERNMENT AGENCY:
Northwest Educational Service District 189

G.D. 
Gerald Jenkins, Superintendent

(Date 12/12/13)

Mailing Address:
1601 R Avenue
Anacortes, WA 98221

Tel No.: 360-299-4010

DATED this 23 day of December, 2013.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Sharon D. Dillon

Sharon D. Dillon, Chair

Ron Wesen

Ron Wesen, Commissioner

ABSENT

Kenneth A. Dahlstedt, Commissioner

Attest:

Linda Hammo

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Jennifer Kingsley

Department Head

County Administrator

Approved as to form:

M. N. Q. (12/11/2013)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Michael Basfor

Risk Manager

Approved as to budget:

Lisa Yegor

Budget & Finance Director

EXHIBIT A

SKAGIT COUNTY COMMUNITY SERVICES SPECIFIC TERMS AND CONDITIONS Local County Funded Programs

I. SERVICE PRINCIPLES

A. Health and Safety

1. The Contractor shall ensure that anyone who may have unsupervised access to vulnerable persons receiving services under this contract have a criminal history background check in accordance with RCW 43.43.830-845 and RCW 74.15.030. This includes employees, volunteers, owners, administrators, student interns, contract employees, employees of contractors, and others, including other clients.
2. The Contractor shall assure that all services for individuals shall be provided with attention to their health and safety wherever the service is delivered. The Contractor shall comply with all Federal, State and local fire, health, and safety rules and regulations, including:
 - a. Federal Occupational Safety and Health Act of 1970 (Public law 91-596).
 - b. State of Washington Industrial Safety and Health Act (RCW 49.17), General Safety and Health Standards (WAC 296-24), Occupational Health Standards (WAC 296-62) and State Building Code/Uniform Fire Code (RCW 19.27).
3. Incident Reporting - The Contractor shall have written policies incorporating the following:
 - a. The Contractor shall notify the Skagit County Community Services within twenty-four (24) hours of all critical incidents related to clients served under contract by Skagit County, when the client is actively receiving direct service under the contract effort.
 - b. The Contractor shall also contact Child/Adult Protective Services and the appropriate law enforcement agencies as necessary, and notify the Skagit County Community Services twenty-four (24) hours or sooner.
 - c. A critical incident is defined as the following:
 - i. The assault, death and/or injury of a client requiring medical attention (other than minor first aid);
 - ii. Fires set at any contracted facility;
 - iii. Any incident requiring notification of law enforcement;

- iv. Any incident that may lead to the termination from services
- v. Transportation incidents that require medical attention for a client or staff member;
- vi. Death or injury of staff caused by a client;
- vii. Any alleged sexual assault of a client by staff or client.

B. Grievance Policy: The Contractor shall have a grievance procedure for individuals that is approved by the County and explained to individuals and if necessary to a family member, guardian or advocate. This procedure shall:

- 1. Ensure that conflicts are negotiated;
- 2. Provide a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- 3. Ensure that advocates are available and participants are encouraged to bring advocates to help negotiate.

II. MONITORING AND EVALUATION

- A. The County may request a formal on-site review of each Contractor's performance, i.e., contract compliance, units delivered, along with documentation, data, and outcome-related information as outlined in the contract's Scope of Work section and Compensation.
- B. Documentation of data reported in monthly reimbursement requests, attendance records, service units, production hours, and wages earned are subject to the evaluation process.
- C. Ensure that all hours of staff support service will have clear documentation and other supporting data relevant to the billed units and all other hours of staff support.

III. UNILATERAL AMENDMENT

- A. The County or its representative may unilaterally terminate all or part of this Contract, or may reduce its Scope of Work and Budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- B. Failure of the Contractor to meet performance standards, or outcome requirements, or comply with federal or state requirements, may result in reduction of funds or termination of contract.

IV. CONFIDENTIALITY OF INDIVIDUAL RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records. Confidential information may not be disclosed to the public. Contractor's employees and volunteers acquiring information are required to sign an oath of confidentiality pursuant to RCW 71A.14.070.

V. RECORDS MAINTENANCE

- A. Contractors must keep project files and client records in their files for six (6) years from the end of the contract in which services were last provided to that client.
- B. Collection, maintenance and storage of client information and files shall be in compliance with Federal HIPAA regulations as required.

VI. PUBLIC INFORMATION

All books, informational pamphlets, press releases, research reports, articles and similar public notices prepared and released by the Contractor for the services described in this contract shall include the statement, "This project receives funding from Skagit County Community Services."

VII. REPORTING REQUIREMENTS

Contractor shall report information for purposes of evaluating Contract compliance and performance as requested by the County and outlined in the Scope of Work.

VIII. NON-COMPLIANCE

- A. Recovery of Fees: If the Contractor is paid for services that are later found not to have been delivered in accordance with applicable standards, the County shall recover those service fees and the Contractor shall fully cooperate during the recovery.
- B. Corrective Action Process: If there are indications or findings that the Contractor is out of compliance with any term or condition of this Contract, the process below will be followed.
 - 1. The Contractor will be advised of the issue and asked to respond.
 - 2. The County will make an initial determination of the need for corrective action and/or repayment. If the Contractor disputes the determination, in whole or part, the parties will attempt to informally resolve the issue(s) in dispute.
 - 3. Following informal resolution, the County will make a final determination. If the Contractor is judged to be out of compliance, corrective action or repayment will be requested as appropriate. The Contractor will be offered an opportunity to appeal this decision to an impartial hearing officer.

IX. NON-WAIVER OF CONTRACT TERMS

The failure of the County to insist upon the strict performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

X. NON-ENGLISH SPEAKING CLIENTS

The Contractor shall ensure the capacity to provide contracted services to all non-

English speaking clients.

XI. FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies, by signing this contract, that neither it nor its principals nor any sub-contractor 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. Contractor shall provide immediate written notice to the County if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

EXHIBIT "B"

SCOPE OF WORK

I. Services

The Contractor shall provide community-based, school-connected, behavioral health interventions and treatment by master's level therapists to children in grades K-8 and their families in all of the seven school districts in Skagit County with services tailored to the needs of each community. Services shall be culturally competent and developmentally appropriate. Service prioritization shall be based on individual need and screening criteria, not on age.

A. Target Population

1. Children identified with behavioral, social, or emotional problems that could include loss and grief, substance abuse, withdrawal and loneliness, anxiety, anger outbursts, histories of trauma.
2. Primarily children assessed at Tier II (Targeted /Early Intervention), and as appropriate, those assessed at Tier III (Intensive Treatment).
3. Children whose families are open to referral to services. In the case that engagement in services would potentially decrease service effectiveness or place the child at risk due to family dysfunction, programming may be provided to the child individually provided that services are developmentally appropriate.
4. Children whose families are ineligible for private or public mental health services.

B. Direct face-to-face client-based services:

1. Individual treatment services;
2. Group treatment services;
3. Family treatment services;
4. Staff and teacher consultations; and
5. Care coordination as clinically indicated.

C. Staffing:

1. A minimum of four (4.0 FTE) children's master's level mental health specialists, including at least one (1.0 FTE) Spanish-speaking children's mental health specialist;
2. Project Manager;
3. Clinical Director;
4. Evaluator; and
5. Administrative support.

D. Contractor shall use evidence-based programs, including but not limited to Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Motivational Interviewing (MI). Children will be referred to Program for Success which includes the evidence based programs Seven Challenges and Project SUCCESS as appropriate.

- E. Services shall incorporate Systems of Care principles, be client-driven and include family engagement and involvement.
- F. Referral Process: Referrals will be taken from family members or guardians, schools, community agencies and providers, including healthcare providers and individual community members. Referrals will be coordinated by using written protocols which shall be monitored for adherence and evaluated for effectiveness.
 - 1. Referrals will include:
 - a. Program eligibility including screening for access to private insurance and Medicaid eligibility;
 - b. School-related indicators, including previous behavioral and counseling referrals, grades, and attendance;
 - c. Strengths and Difficulties Questionnaire;
 - d. Other necessary and relevant information.
 - 2. Individuals that do not meet screening criteria will be referred to other community resources.
 - 3. Clinical Director will work with assigned clinician to develop assessment process which will usually include the CALOCUS, as well as GAIN-SS as needed.
 - 4. Access to Care Standards: 1) all referrals will be reviewed within three (3) working days; and 2) first meetings will be offered within ten (10) working days of receiving a referral and no more than fourteen (14) calendar days.
 - 5. Contractor shall conduct screening and referral procedure training(s) for school and county personnel.
- G. Contractor shall provide information to client regarding application for benefits from Department of Social and Health Services and other publically funded insurance programs such as Washington Apple Health. Contractor shall refer clients who are not enrolled in Medicaid or who do not have insurance to certified In-Person Assisters or Washington Healthplanfinder.
- H. Service hours will be allocated flexibly in order to support the needs of children and their families, with most services provided between the hours of 11:00 am and 8:00 pm. Service hours may be adjusted as needed. Continued access to services must be provided during extended school breaks, including summer months.
- I. Services shall be provided at both community (nonschool) and school sites. When therapy at school for a student may be ill advised, or not accessible to families, services shall be provided in a community setting.
- J. Contractor shall collaborate with school districts and building principals as appropriate to locate facility space for provision of services.
- K. Contractor shall provide support services and referral to mental health or other treatment programs including assistance with the application and eligibility

paperwork necessary to receive public mental health benefits and other outside services.

- L. Services shall be coordinated with educational programs and other school-based services to avoid duplication of services or excessive conflicts with class schedules. Program staff shall coordinate with school counselors, psychologists, nurses, teachers and administrators as well as families and service providers when planning intervention strategies.
- M. Data Collection and Evaluation: Services will incorporate:
 - 1. School data;
 - 2. Strength and Difficulties Questionnaire (SDQ) and other paperwork as required by the Readiness to Learn;
 - 3. Clinical data; and
 - 4. Satisfaction Survey.
- N. Participation in contract monitoring with County as requested.

II. Reporting

- A. Monthly reports including but not limited to:
 - 1. Number of Service Hours for following modalities:
 - a. Individual
 - b. Group
 - c. Family
 - d. Staff/Teacher Consults
 - e. Care Coordination
 - 2. Number of Episodes of Service for following locations:
 - a. In School
 - b. Community
 - c. Office
 - d. Home
 - 3. Number of Enrolled for following categories:
 - a. Student referred - current month
 - b. Students referred – year to date
 - c. Students newly enrolled – current month
 - d. Students newly enrolled – year to date
 - e. No- shows – current month
 - f. Exits – current month
 - g. Treatment completed – current month
 - h. Open cases – current month
 - i. Exits for any reason – year to date
 - j. Unduplicated students served – year to date
 - 4. Number Referred to Medicaid
 - a. Current month
 - b. Year to date

B. Quarterly

1. Number and percentage change in discipline referrals;
2. Pre/post treatment change on SDQ subscales including:
 - a. Conduct
 - b. Peer relations
 - c. Pro-social behavior
 - d. Emotions
3. Pre/post treatment changes in following:
 - e. GAIN-SS;
 - f. Unexcused absence rate;
 - g. Rate of assignment completion; and
 - h. CALOCUS score;
4. Summary narrative, divided by districts, of program successes and challenges and steps taken to address challenges, including community outreach efforts.

C. Annual

1. Compilation of any pre and post test outcome data gathered year to date.
2. Final progress report that includes performance goals as stated in Item IV below.

III. Performance Goals

- A. Reduced behavioral issues;
- B. Increased social skills;
- C. Increased emotional resiliency;
- D. Reduced substance use;
- E. Increased academic engagement; and
- F. Increased individual functioning.

EXHIBIT "C"

COMPENSATION

I. Reimbursement Procedure

1. The County shall reimburse the Contractor for services outlined in Exhibit B, Scope of Work, a sum not to exceed **\$400,333.00** in ongoing staffing and program costs, including flex funds

- B. Contractor shall submit monthly cost summaries that account for Medicaid, county substance use treatment payments and any other reimbursement sources, with balance due to be reimbursed by County. Contractor shall ensure the Medicaid billing process is used for Medicaid-eligible participants.

- C. The County shall reimburse the Contractor for actual documented non-Medicaid or other public mental health benefits, and non-DBHR program expenses as described below:
 1. Eligible Direct Services Costs: Those costs which can be directly assigned to contracted services with a high degree of accuracy, including:
 - a. Salaries and benefits for staff providing clinical services, case management and direct clinical supervision provided to this staff;
 - b. The cost of travel, supplies and other office expenses incurred through the direct delivery of services in this contract;
 - c. Reimbursement for mileage shall not exceed the Federal rate of reimbursement;
 - d. Ongoing training costs, only as pre-approved by County:
 - i. Meals associated with approved training expenses shall not exceed the GSA domestic rate which includes related tips and taxes (specifically excluded are alcoholic beverages and entertainment expenses).
 - ii. Registration, lodging and other travel costs associated with approved training shall not exceed the Federal rate of reimbursement.
 - e. Client "flex funds" not to exceed \$8,000.00.
 - f. All requests for reimbursement shall be accompanied by receipts.

 2. Administrative Overhead/Indirect Costs: Ten percent (10%) of the total project budget based on the net of direct service costs. Funds designated for administrative overhead are fixed amounts and not subject to cost-related provisions. Such costs may include but are not limited to:
 - a. Agency Director/Administrator (unless conducting direct services), Financial Manager, Facilities Maintenance Worker, Information Systems Coordinator, Receptionist/Service Screener (unless a new hire or increased hours specific to this contract), etc.;

- b. Costs incurred for common or joint objectives that cannot be readily and specifically identified with contracted services, e.g. rent and utilities for common spaces, insurance, maintenance and repairs;
 - c. Capital and equipment purchases, etc.
- D. Public Mental Health System-funded Services:
 - 1. Contractor shall bill the public mental health system for all eligible services provided to clients who are enrolled in that system and receiving benefits.
 - 2. The County reserves the right to recover any funds paid to Contractor for any public mental health-eligible services that are erroneously billed to the County.
- E. Division of Behavioral Health and Recovery (DBHR) and County funded Services:
 - 1. Contractor shall bill the County Substance Abuse Treatment Contract or Medicaid for all eligible chemical dependency services provided to clients.
 - 2. The County reserves the right to recover any funds paid to Contractor for any DBHR-eligible services that are erroneously billed to the County.
- F. The Contractor shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the entire term of this contract.
- G. Payments shall be made monthly for services provided within the period of performance of this contract.
- H. Contractor shall submit an invoice, in the format provided by County, on or before the tenth (10th) day of the month following the month during which services were delivered. Invoices shall be submitted to:
 - Skagit County Community Services
 - 309 So. 3rd Street
 - Mount Vernon, WA 98273
- I. All invoices must include the Contract Number and GL Code(s) as indicated on Page 1 of this Personal Services Agreement.
- J. All invoice corrections must be submitted no later than sixty (60) days after the last day of the month in which those services were provided, except at the end of the fiscal year in which the contract terminates, when all invoice corrections must be submitted by the fifteenth (15th) working day of the month following the end of the fiscal year.
- K. The County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within thirty (30) working days following receipt of Contractor's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.