

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
NORTHWEST EDUCATIONAL SERVICE DISTRICT 189

NO: _____

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.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the County and Contractor and County, agrees as set forth in this Agreement, including:

(General Conditions); Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance); Exhibit D (Department of Treasury Contract).

1. PURPOSE AND RESPONSIBILITIES: The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period.

2. TERM OF AGREEMENT:

The term of and budget for this Agreement shall commence on the September 1st, 2021, and continue until August 31st, 2022, with a period of performance from September 1st, 2021 through September 30th, 2022. Any party may terminate this Contract by giving 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.

3. MANNER OF FINANCING:

Funding for this contract is provided by The American Rescue Plan Act ("ARPA") via the United States Department of the Treasury, State and Local Fiscal Recovery Funds ("SLFRF"). Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Expenditure Category: 10 - Mental Health Services
Project ID is 5601003: BH Clinical Services in Schools
This is not a Research & Development award
GL expenditure codes, which shall be included on all billings [121 5561003]

Award identification information:
CFDA number 21.027
FAIN number SLFRP3431
Federal Award Date June 3, 2021

2020

Subaward information:

The total amount of funding awarded by this contract is \$500,000.00. Cumulatively, Skagit County has obligated \$500,000.00 and committed \$500,000.00 of its federal award to Contractor. The program budget and reimbursement process is outlined in Exhibit "B" (Compensation) of this Agreement.

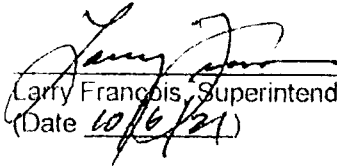
4. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changes,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

- 4.1 The County's representative shall be McKinzie Gales.
- 4.2 The Contractor's representative shall be Natalie Gustafson

5. OTHER PROVISIONS:

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4 (Independent Contractor), 6 (Taxes), 12 (Defense and Indemnity Agreement), 18 (Patent/Copyright Infringement), 21 (Confidentiality), 31 (Compliance with Applicable Law and United States Department of Treasury Contract), and 32 (Additional Conditions) are totally and fully part of this contract and have been mutually negotiated by the parties.

CONTRACTOR


Larry Francois, Superintendent
(Date 10/6/21)

Larry Francois
Print Name of Signatory

Mailing Address:

Northwest Educational Service District
1601 R Ave
Anacortes, WA 98221
Telephone No. (360) 299-4000
Fed. Tax ID # 91-0868056

DATED this 1st day of November 2021.

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



Lisa Janicki, Chair



Peter Brown, Commissioner

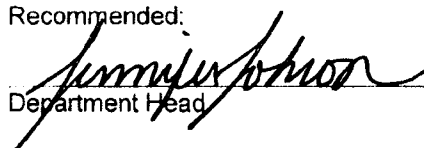


Ron Wesen, Commissioner

Attest:

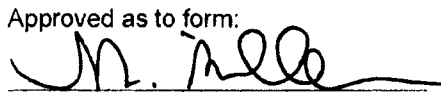

Clerk of the Board

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

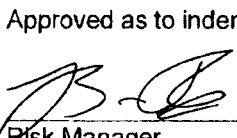
Recommended:


Department Head

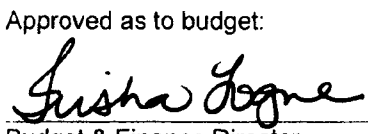
County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B".

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly unless otherwise agreed to in writing by the County's Budget and Finance Director, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County. Additionally, Contractor agrees to ensure that its subcontractors or assignees shall satisfy and be compliance with all terms and conditions set forth in this Agreement.

4. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skagit County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

5. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received

by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

9. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

12. Defense & Indemnity Agreement:

Each party agrees to be responsible and assume liability for its own wrongful acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from such liability. It is further provided that no liability shall attach to either the County or Contractor by reason of entering into this contract except as expressly provided herein. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

Contractor's initials acknowledging indemnity terms:  _____

13. Survival of Indemnity Obligations:

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

14. Participation by County - No Waiver:

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

15. Indemnity by Subcontractors:

In the event the Contractor enters into subcontracts under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

16. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

17. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment:

In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. NO penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

a. General

Disputes shall be resolved by a three-member committee. The representatives shall be selected by the NWESD and the County, each selecting one representative. Thereafter, the NWESD' s representative and the County' s representative shall select an impartial third party who shall serve as the third member of the committee. The purview of the Committee shall be limited to interpretation of the provisions of this Agreement and its decision(s) will be binding on the parties.

Disputes related to legal matters not addressed by this Agreement may be resolved through written amendment acceptable to both parties. Should such an amendment not be attained, either party may seek resolution through Skagit County Superior Court.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

23. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement shall be the sole and absolute property of the County. Contractor may use materials produced under this contract for its use with the express permission of the County obtained through a written consent.

24. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skagit County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be

given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

27. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

28. Survival:

The provisions of paragraphs 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 30, 31, and 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. Monitoring and Contract Closeout: The County shall have the right to perform contract monitoring which shall include but not limited to having the right to access all invoices, documents, contracts, policies and other records/ material to ensure compliance with all applicable terms and conditions of this contract and appropriate progress toward the scope of work. Contractor shall have the affirmative duty to assist County to the fullest extent possible in any contract monitoring including obtaining necessary information from any of Contractor's subcontractors or agents providing service pursuant to this Agreement. Contractor shall be required to provide such documents and other assistance at no cost to County. Failure to provide the requested information or fullest assistance will be deemed a default under this Agreement. Upon completion of the scope of work and appropriate monitoring, the County will send a contract closeout letter to Contractor. Contractor by signing this Agreement specifically agrees that at the County's sole discretion, it may retain up to 10% of the contract amount until closeout.

31. Compliance with Applicable Law and United States Department of the Treasury Contract: Contractor and all subcontractors of Contractor shall comply with any and all applicable federal, state, and local laws, regulations, policies, and/or guidance as currently enacted/issued or as may be amended. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations; and 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the County may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to so comply with applicable law.

Contractor shall comply with all terms and conditions required of County and any subcontractor/recipient in Skagit County Contract #20210234, attached as Exhibit "D", "Department of Treasury Contract," or as may be amended, related to performing the work or services so as to allow the County to remain in compliance with its duties set forth therein. Contractor shall further comply with Assurances of Compliance with Civil Rights Requirements (included in Exhibit D) and 2 CFR Part 200. Skagit County is not liable for claims or damages arising from the Contractor's performance under this contract.

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Agreement and the Department of Treasury Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the County. In alternative, the County may recapture such funds from payments due under this Contract

32. Additional Conditions: Contractor agrees to be bound by the below listed additional conditions and ensure compliance of these conditions by any subcontractors in addition to any other requirements and conditions detailed in the attached Exhibit D, and as required by paragraph 31 of this Agreement:

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Publications. Any publications produced with funds from this award must display the following language: "This project is being/ was supported, in whole or in part, by FAIN number SLFRP3431, awarded to Skagit County by the U. S. Department of the Treasury.
- c) Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- d) Audit. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, nonfederal entities that spend \$750,000 or more in Federal awards are subject to a single or a program-specific audit for its fiscal year in which it expended the Federal award funds.
- e) Procurement, Suspension & Debarment. Recipients are responsible for ensuring that any procurement, or payments under procurement contracts using federal funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform

Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

- f) Pursuant to Executive Order 13043, 62 FR 19217(Apr. 18, 1997), the County encourages the Contractor to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
- g) Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), the County encourages Contractor to encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- h) The sub- grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin(42 U.S. C.§ 2000d et seq), as implemented by the Department of the Treasury' s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C.§ 2000d et seq., as implemented by the Department of the Treasury' s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- i) Contractor shall initiate reasonable steps, or comply with the Department of the Treasury' s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- j) Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons visit <http://www.lep.gov>.

33. Conflict of Provisions: In the event there is a conflict between state and federal laws, Department of Treasury Contract (Exhibit D) and this contract, conflicts shall be resolved by giving precedence in the following the order: (1) state and federal laws; (2) Department of Treasury Contract (Exhibit D); and (3) this Agreement.

EXHIBIT "A"

SCOPE OF WORK

The provision of assessment, planning, and program development for pre-k to grade 12 school-based behavioral health services in Skagit County in response to impacts resulting from the COVID-19 pandemic.

The program will include:

- A. Development of Behavioral Health Service Infrastructure and Program Coordination
 - 1. Contractor shall use its best-efforts to secure contracts with Medicaid Managed Care Organizations to enable billing of Medicaid-eligible services.
 - 2. Contractor shall explore contracting with other private and commercial insurance plans.
 - 3. Contractor shall implement an electronic medical records system for the program.
 - 4. Contractor shall provide professional development opportunities for school mental health and social work providers, including facilitation of monthly (during school year) Professional Learning Collaborative (PLC) meetings for school district social workers.

- B. Direct Service
 - 1. Contractor shall collaborate with school districts and building principals as appropriate to locate facility space for provision of services.
 - 2. By the end of the contract period, Contractor shall place at least 3 FTE mental health professionals in Skagit County schools. Contractor will use its best effort to hire at least one Spanish-speaking mental health professional and to place FTE in different Skagit County school districts.
 - 3. Contractor shall develop a referral process to accept referrals from family members or guardians, schools, community agencies and other providers. Contractor will develop and implement written protocols to triage and assign students to mental health specialists as appropriate. The referral process will include:
 - i. Prioritization/triage process based on student need.
 - ii. Selection and use of an evidence-based screening questionnaire or questionnaires; PHQ9, SDQ, GAD7, MFQ, SCARED, etc.
 - iii. Program eligibility check, including screening for access to private insurance and Medicaid eligibility. Lack of insurance should not limit access or payment by County under this agreement.
 - iv. Contractor will connect individuals that do not meet screening criteria to other community resources. Contractor shall refer to tier 2 at school or other services, (e.g., school social worker, Communities in Schools, school nurse) based on specific need and availability.
 - 4. Contractor's mental health specialists will deliver evidence-based behavioral health programs and interventions, including but not limited to Motivational Interviewing, Cognitive Behavioral Therapy (CBT), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Coping Cat, Client Centered, family and community care coordination, additionally using Multi-Tiered Systems of Support and National School Mental Health Best Practices.

- C. REPORTING: Contractor shall submit a quarterly report to the County no later than 15 days after the end of each quarter with the following information as applicable

Table 1 2021/2022 reporting schedule

QUARTER	REPORT DUE BY
September 1 – 30, 2021	October 15, 2021
October 1 – December 31, 2021	January 15, 2022
January 1 – March 31, 2022	April 15, 2022
April 1 – June 30, 2022	July 15, 2022
July 1 – August 31, 2022	September 15, 2022

Program Reporting Data

1. In collaboration with the County, Contractor will develop outcome reports and data to illustrate program results.
2. Contractor will provide quarterly reports of activities under this program to include student level and program level outcomes.
3. Contractor and County program representatives will meet monthly to monitor progress towards contract deliverables.
4. Contractor and County will meet quarterly to review reports and activities, including agency executive staff.

Fiscal Reporting Data

1. Total quarter budget
2. Total quarter spenddown
3. Cumulative contract budget to date
4. Cumulative contract spenddown to date

EXHIBIT "B"

COMPENSATION

The County will reimburse the Contractor for costs incurred while delivering the services outlined in Exhibit "A", Scope of Work, with a total maximum consideration for this agreement of \$500,000.000. Funds shall be budgeted and invoiced according to Table 2 – 2021/2022 Budget, below.

Table 2 2021/2022 Budget

QUARTER	Budget
September 1 – 31, 2021	\$41,666.67
October 1 – December 31, 2021	\$125,000.00
January 1 – March 31, 2022	\$125,000.00
April 1 – June 30, 2022	\$125,000.00
July 1 – August 31, 2022	\$ 83,333.33
Total	\$500,000.00

Reimbursement procedures include:

- A. Payments shall be made monthly for services provided within the period of performance of this agreement.
- B. The Contractor shall submit an invoice on or about the 5th business day of the month following the quarter which services were delivered. Invoices shall be submitted to:

McKinzie Gales, mgales@co.skagit.wa.us
Skagit County Public Health
700 S. 2nd Street, Room 301
Mount Vernon, WA 98273

- C. All invoices must include the Contract Number and GL Code(s) as indicated on Page 1 of this Personal Services Agreement.
- D. All invoice corrections must be submitted no later than 60 days after the last day of the month in which the services were provided, except at the end of the fiscal year, when all invoices and corrections must be submitted by the fifth (5th) working day of the month following the end of the fiscal year.
- E. 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 the 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.

Administrative costs:

Contractor may use funds for administering the program. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Contractor is permitted to charge both direct and indirect costs as administrative costs.

Direct costs are those that are identified specifically as costs of implementing the program objectives, such as programmatic staffing, materials, and supplies for the project.

Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to this award such as the cost of facilities or administrative functions like a director's office.

Each category of cost should be treated consistently in like circumstances as direct or indirect, and Contractors may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

If Contractor has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then Contractor may use its current NICRA. Alternatively, if Contractor does not have a NICRA, Contractor may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

If Contractor is using a NICRA, it must submit proof of NICRA to the County prior to charging any indirect.

EXHIBIT "D"

DEPARTMENT OF TREASURY CONTRACT

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

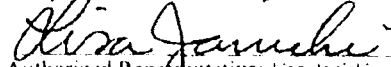
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Skagit County 1800 Continental Place Mount Vernon, Washington 98273	DUNS Number: 071839492 Taxpayer Identification Number: 916001361 Assistance Listing Number and Title: 21.019
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient


Authorized Representative: Lisa Janicki
Title: Chair, Board of Skagit County Commissioners
Date signed: June 3, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(c) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(c) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement) Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

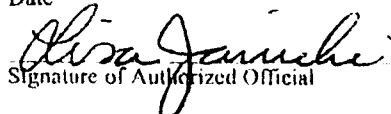
The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Skagit County
Recipient

June 3, 2021

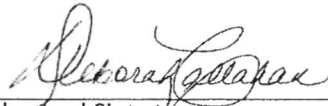
Date


Signature of Authorized Official

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This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend, or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007). This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

Coverage Afforded By:	Covered Member:
Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700	Northwest ESD 189 1601 R Ave Anacortes, WA 98221 Member #: 29189
Coverage Agreement #:	COV 2021-2022
Coverage Period:	September 1, 2021 through August 31, 2022
Effective Date of Evidence of Coverage:	September 1, 2021
Expiration Date of Evidence of Coverage:	August 31, 2022
Limits Available General Liability Per Occurrence:	\$1,000,000
Limits Available Property:	\$1,000,000
Limits Available Auto Liability:	\$1,000,000
Description of Operations/Locations/Vehicle:	
Activities under the direct supervision of District Member personnel as respects coverage period September 1, 2021 through August 31, 2022.	
Evidence of Coverage Holder:	Issue Date: September 1, 2021
To Whom It May Concern	 Authorized Signature

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.