

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
NORTHWEST EDUCATIONAL SERVICE DISTRICT 189

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

1. **PURPOSE:** The provision of assessment and planning related to the expansion of pre-k to grade 12 school-based behavioral health services in Skagit County in response to impacts resulting from the COVID-19 pandemic. **Note:** Due to the known negative impact on behavioral health related to the COVID-19 pandemic, it is Skagit County Public Health's intention to expand this contract in budget and scope, to include direct services, as soon as grant funds are made available.
2. **RESPONSIBILITIES:**
 - A. NWESD 189 shall:
 - a. Conduct basic needs assessment and planning for behavioral health services in the Sedro-Woolley school-based health center (currently closed due to COVID-19).
 - b. Interview all Skagit County school districts to complete an Environmental Scan/Needs Assessment with planning for the potential implementation of expanded school-based behavioral health services across all tiers, with a special emphasis on Tier 3 clinical services with the goal of integrating third party payers by the 2022/2023 school year.
 - c. Provide report and presentation to Skagit County Public Health by June 30, 2021, with preliminary findings and recommendations for school-based behavioral health service delivery.
 - d. Offer professional development opportunities for county mental health and social work providers.
 - e. Hire a Behavioral Health Coordinator to plan for implementation of school based behavioral health services.
 - f. Review previous work by the Smart Team and incorporate recommendations and findings into implementation of new programming.
 - g. Work to secure contracts with MCOs to enable billing of Medicaid eligible services
 - h. Secure an Electronic Medical Records system.
 - i. Build staff capacity and infrastructure for county wide school behavioral health services.
 - j. Scale up capacity in preparation for additional funding as it becomes available.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of execution through December 31, 2021.

4. **MANNER OF FINANCING:** The County will reimburse NWESD 189 for costs incurred in delivering the above services, with a total maximum consideration for this agreement of \$120,000.00. Reimbursement procedures include:

- A. Payments shall be made monthly for services provided within the period of performance of this agreement.
- B. NWESD 189 shall submit an invoice on or about the 10th day of the month following the month during 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
- 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.

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 Sarah Hinman, Skagit County Public Health.

5.2 NWESD 189's representative shall be Jodie DesBiens, Director, Behavioral Health & Prevention Services.

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.

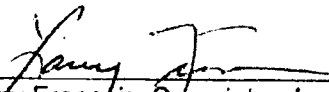
9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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.

GOVERNMENT AGENCY:



Larry Francois, Superintendent, Northwest Educational Service District 189
(Date 9/3/21)

Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221

DATED this 17 day of May, 2021.

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



Lisa Janicki, Chair



Peter Browning, Commissioner



Ron Wesen, Commissioner

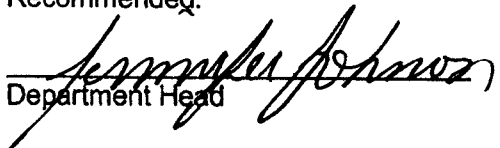
Attest:



Kerho Williams
Clerk of the Board

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


Recommended:



Department Head

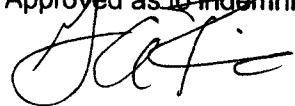
County Administrator

Approved as to form:



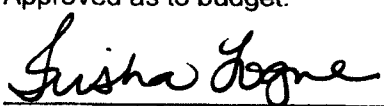
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



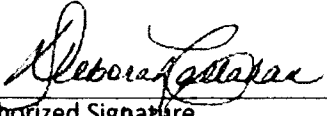
Risk Manager

Approved as to budget:



Budget & Finance Director

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 2020-2021
Coverage Period:	September 1, 2020 through August 31, 2021
Effective Date of Evidence of Coverage:	September 1, 2020
Expiration Date of Evidence of Coverage:	August 31, 2021
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 personnel as respects coverage period September 1, 2020 through August 31, 2021.	
Evidence of Coverage Holder:	Issue Date: September 1, 2020
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.