INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
NORTHWEST EDUCATIONAL SERVICES 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 AND RESPONSIBILITIES: The Contractor agrees to provide to the County services and any materials set forth in Exhibit "A" (Scope of Work) during the agreement period.

2. TERM OF AGREEMENT: The term of and budget for this Agreement shall commence on the September 1st, 2026, and continue until August 31st, 2027.

3. MANNER OF FINANCING: Total reimbursement shall not exceed four hundred fifty thousand dollars ($450,000.00). The program budget and reimbursement process are 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 changed, the party making the change shall notify the other party.

4.1 The County's representative shall be Community Health Coordinator, Skagit County Public Health.
4.2 The Contractor's representative shall be Natalie Gustafson.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. OTHER PROVISIONS: None

GOVERNMENT AGENCY:

Ismael Vivanco (Sep 3, 2026 14:22:55 PDT)

Ismael Vivanco, Superintendent
(Date 09/03/26)

Mailing Address:
Northwest Educational Service
District 1601 R Ave.
Anacortes, WA 98221
Telephone No. (360) 299-4000

Fed. Tax ID No. 91-0868056
Vendor No. 11119

DATED this 14 day of September, 2026.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Linda Hammer
Clerk of the Board

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

County Administrator

Recommended:

Monica Negrila
Monica Negrila (Aug 27, 2026 13:49:57 PDT)
Department Head

Approved as to form:

Melinda Miller
Melinda Miller (Sep 2, 2026 12:58:38 PDT)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Donnie LaPlante
Risk Manager

Approved as to budget:

Trisha Logue
Budget & Finance Director

EXHIBIT "A"

SCOPE OF WORK

Contractor shall provide school-based behavioral health infrastructure, care coordination, and direct behavioral health services to students at participating schools in Skagit County, as described below:

I. Services

A. Behavioral Health Service Infrastructure and Program Coordination
   1. Contractor shall maintain contracts with all five Medicaid Managed Care Organizations (MCOs) in the region and invoice MCOs for all Medicaid-eligible services as defined by MCO contracts and the Washington State Health Care Authority Behavioral Health Agency Billing Guide.
   2. Contractor shall establish and maintain contracts with other private and commercial insurance plans.
   3. Contractor shall maintain an electronic medical records system for the program.
   4. Contractor shall provide professional development opportunities for school-based Mental Health Professional (MHP) staff.

B. Direct Behavioral Health Services
   1. Contractor shall collaborate with school districts and building principals as appropriate to locate facility space for provision of services.
   2. Contractor shall use County funds to support at least seven FTE MHP positions within participating Skagit County school districts. Contractor shall make good faith efforts to hire and maintain Spanish-speaking MHPs in districts where there is a demonstrated need.
   3. Contractor's MHP staff shall provide services to K–12 students during regular school hours, up to 190 days per year consistent with each school's schedule. Meetings with students and families outside of school hours may occur as needed. MHP staff may also maintain caseloads and provide services during the summer months as needed.
   4. The Contractor's MHP staff shall provide Tier 3 clinical mental health treatment and other specified mental health supports to students who have been identified, through a completed mental health assessment, as eligible for individualized counseling services.
   5. Contractor shall collaborate with school sites to implement and maintain a referral process to accept referrals from family members or guardians, schools, community agencies and other providers. Contractor will implement written protocols to triage and assign students to mental health specialists as appropriate. The referral process will include:
      a. Prioritization/triage process based on student need.
      b. Selection and use of an evidence-based screening questionnaire or questionnaires; PHQ9, SDQ, GAD7, MFQ, SCARED, etc.
      c. 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.
      d. 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.

6. Contractor's MHP staff will deliver evidence–based behavioral health programs and interventions. Services may include, but are 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 (MTSS) and National School Mental Health Best Practices.

II. Performance Outcomes

A. Contractor shall ensure that each MHP maintains an active caseload of no fewer than 20 students per school year.

III. Reporting

A. The Contractor will deliver three program and student-level outcomes reports reflecting the activities and service delivered during the contract period.
   1. First report is due no later than December 15, 2026.
   2. Second report is due no later than March 15, 2027.
   3. Third report is due no later than July 15, 2027.

B. Outcome reporting requirements and format are set forth in Exhibit "C."

C. Contractor and County will meet at least twice to review reports and activities.

EXHIBIT "B"

COMPENSATION

The County shall reimburse the Contractor for costs incurred while delivering services outlined in Exhibit "A", Scope of Work, a sum not to exceed $450,000.00 for the term of this agreement. All costs must be reasonable, necessary, and allowable under applicable federal, state, and County cost principles.

I. Compensation

A. Eligible behavioral health infrastructure, care coordination, and direct behavioral health services costs that can be directly assigned to contracted services with a high degree of accuracy, including:
    1. Costs directly supporting Exhibit "A", Scope of Work, including personnel salaries and benefits, staff trainings, and program operating expenses, including supplies, materials, and purchased services.
    2. All requests for reimbursement shall be accompanied by back up documentation.

B. Indirect Costs: contractor shall bill indirect costs in accordance with the negotiated federal indirect cost rate of 10.83 percent.

II. Reimbursement Procedures

A. Payments shall be made monthly for services provided within the period of performance of this contract.

B. Invoice template shall be provided by the county and must be itemized by service category. Consideration for services rendered shall be payable upon receipt and approval of properly completed invoices.

C. Invoices shall be accompanied by the proper documentation to verify expenses associated with completed activities.

D. All invoices must include the Contract Number and GL Code(s). GLs include:116 55210754110, and other GL codes as necessary.

E. Contractor shall submit an invoice on or before the tenth (10^{th}) day of the month following the month during which services were delivered. Invoices shall be emailed to the contract manager or be mailed or hand delivered to:

Skagit County Public Health
301 Valley Mall Way Ste 110
Mount Vernon, WA 98273

F. 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, when all invoices and corrections must be submitted by the fifth (5^{th}) working day of the month following the end of the fiscal year. No invoices or corrections will be accepted after the fiscal year closeout deadline without written County approval.

G. County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within forty-five (45) 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 County.

EXHIBIT "C"

NWESD 189 Program Report for Skagit County 2026-2027

The NWESD will deliver three student-level and program-level outcomes reports reflecting the activities and service delivered during the contract period. First report is due no later than December 15, 2026. Second report is due no later than March 15, 2027. Third report is due no later than July 15, 2027.

Report Period:		Author:	

Behavioral Health Service Infrastructure and Program Coordination

Contractor shall maintain contracts with five Medicaid Managed Care Organizations and bill for Medicaid-eligible services.	
Summary of service delivery and any updates.	
Contractor shall and maintain contracts with other private and commercial insurance plans.	
Summary of service delivery and any updates.	

Billing Source Tracking

	Medicaid	Other Insurance	Uninsured	Unknown	Total
Number of clients served by insurance type to date.					0
Number of service claims submitted to date.					0
Total dollar amount billed to date.	$	$	$	$	$ -
Total dollar amount reimbursed to date.	$				

Contractor shall maintain an electronic medical records system for the program.	
Summary of service delivery and any progress updates.	
Contractor shall provide professional development opportunities for school-based Mental Health Professional (MHP).	
Professional development opportunities provided.	

Direct Behavioral Health Services

Contractor shall collaborate with school districts and building principals as appropriate to locate facility space for provision of services.	
Summary of facility spaces provided. Include progress updates, if any.	
Contractor shall use County funds to support at least seven FTE MHP positions within participating Skagit County school districts. Contractor shall make good faith efforts to hire and maintain Spanish-speaking MHPs in districts where there is a demonstrated need.	
Summary of service delivery, including identification of participating school districts and any progress updates.	
Contractor shall collaborate with school sites to implement and maintain a referral process to accept referrals from family members or guardians, schools, community agencies and other providers. Contractor will implement written protocols to triage and assign students to mental health specialists as appropriate. The referral process will include:	
Brief summary of the school-based referral processes, including any recent updates or changes.	
Total number of students served by MPH at each school site so far this school year. Please include any challenges, successes, and additional	
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 (MTSS) and National School Mental Health Best Practices.	
Summary of service delivery and any progress updates.	
Additional reporting to the County.	
Is there anything that Skagit County could do to enhance the work you're doing under this program? And/or do you have anything else to add that wasn't otherwise covered in this report?	