

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
Concrete School District

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

1. PURPOSE: With the shared goals of increasing school attendance, academic achievement; and addressing the social and emotional determinates of health and learning; the purpose of this Interlocal Cooperative Agreement is to:
 - a. Develop and support Multi-Tiered System of Support (MTSS) practice and teams.
 - b. Increase capacity to implement or maintain programs and practices that prevent or reduce substance use, substance-use disorders, or substance dependence.
 - c. Increase capacity to implement or maintain programs and practices targeting mental health promotion, prevention, and treatment.
 - d. Provide workforce development opportunities for district employees addressing behavioral, social and emotional determinates of health and learning.

2. RESPONSIBILITIES:
 - a. The District will employ or contract for a full-time, School Social Worker (SSW) or Licensed Mental Health Counselor (LMHC) and a part time case manager.
 - i. The District employees or contractors must hold a valid Washington Education Staff Associate (ESA) certificate with an endorsement in social work or equivalent licensure as a counselor, clinical psychologist, or clinical social worker.
 - ii. The SSW or LMHC job description must be pre-approved in writing by the County prior to job posting and/or job offer.
 - iii. The District will inform the County in a timely manner of the name and contact information for the SSW, including any staff changes for this position.
 - iv. The SSW/LMHC can provide services to any/all district buildings, however the District must designate a single campus to act as the SSW's/LMHC's primary location, and the District must provide the County with a point-of-contact at the primary campus and point-of contact for the SSW's/LMHC's direct supervisor, if different from the primary campus contact.
 - v. Within 30-days of fully executed contract, the District will submit to the County a communication/referral plan to ensure that the SSW/LMHC is utilized in an effective manner, and to reduce redundancy and/or gaps in service.
 - vi. The District will notify the County if any changes are made to the initial building assignment and/or communication/referral plan.

- vii. The SSW/LMHC may not provide treatment services which require a certification, registration, or licensure from the Washington State Department of Health as mental health counselor, social worker, or psychologist.
 - viii. The SSW/LMHC may use flex funds to address the social and emotional determinates of health and learning needs of students served by the SSW, like clothing, food, hygiene items, school supplies, etc., and for other basic needs for like hotel or motel vouchers for the student's family, an amount not to exceed one thousand dollars (\$1,000.00) for the program during the contract period.
- b. The District will comply with Exhibit A – Expectations for Skagit School Behavioral Health Participating Schools – 2022/2023 Academic School Year.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from date of execution through July 31, 2023.
4. **MANNER OF FINANCING:** The County shall reimburse the District for services provided in this Agreement. Total reimbursement shall not exceed **one hundred and one thousand dollars (\$101,000.00)** as described below.
- a. Eligible expenses include:
 - i. Salary and benefits for the SSW, not to exceed a maximum compensation of \$100,000.
 - ii. Flex funds to address the social and emotional determinates of health and learning needs of students on their caseload, like clothing, food, hygiene items, school supplies, etc., and for other basic needs for like hotel or motel vouchers for the student's family, an amount not to exceed one thousand dollars (\$1,000.00).
 - b. The District shall budget funds awarded for contracted services in a manner that ensures availability of such services throughout the 2022/2023 school year.
 - c. The District shall submit quarterly invoices accompanied by the proper documentation to verify services provided according to Table 1 – 2022/2023 Quarterly Invoice Schedule, below.

Table 1 - 2022/2023 Quarterly Invoice Schedule

QUARTER	INVOICE DUE BY
August 1- September 30, 2022	October 15, 2022
October 1 – December 31, 2022	January 15, 2023
January 1 – March 31, 2023	April 15, 2023
April 1 – July 31, 2023	August 15, 2023

- d. The Contractor shall submit an invoice on or about the 15th business day of the month following the quarter which services were delivered. Invoices shall be submitted to:

Peter Miterko, peterm@co.skagit.wa.us
 Skagit County Public Health
 700 S. 2nd Street, Room 301
 Mount Vernon, WA 98273

- e. All invoices must include the Contract Number and GL Code(s). GLs include: 116-552-01-37, 116-552-01-75, 116-552-03-47, 115 various and 116 various.
 - f. 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.
 - g. 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.
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 Peter Miterko.
 - 5.2 Concrete School District's representative shall be Wayne Barrett.
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:

Superintendent

Title of Signatory

(Date 09/29/22)

Wayne Barnett

Print Name of Signatory



Mailing Address:

(Street address required
in addition to P.O. Box)

45389 Airport Way
Concrete, WA 98237

DATED this 17 day of October, 2022.

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

ABSENT

Peter Browning, Chair

Ron Wesen

Ron Wesen, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hemman

Clerk of the Board

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

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature]

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

EXHIBIT A

Expectations for Skagit School Behavioral Health Participating Schools – Concrete School District, 2022/2023 Academic School Year

1. Training, Consultation, and Professional Learning Collaborative

- a. Participate in School Social Worker (SSW) Orientation
 - i. An orientation for all SSWs may be held this fall in which the SSW role and implementing evidence-based behavioral health supports within a Multi-Tiered Systems of Support (MTSS) framework are described.
- b. Participate in ongoing SSW consultation, including monthly Professional Learning Collaborative (PLC) meetings, and MTSS consultation.
- c. Attend County-led School/District Leadership Meetings, when applicable
- d. Other related trainings, as requested.

2. Data and Evaluation

- a. Identifiable student data will not be collected.
- b. Monthly SSW Service data (i.e. types of support and amount students receive)
 - i. Number of sessions conducted
 - ii. Number of students served (unduplicated and ongoing)
 - iii. Encounter type
 - iv. Length of encounter
 - v. Referral information
 - vi. Number/type of outside referrals
 - vii. If providing direct assistance to students, brief description of items purchased and approach to ensure aid to household responds to the social and emotional determinates of health and learning needs of students.
 - viii. Number/type of direct/indirect hours worked
 - ix. Other relevant data points, as needed
- c. Participate in Skagit School Behavioral Health Initiative survey as implemented by Skagit County Public Health. Surveys will be conducted via phone or email biannually and will assess the following:
 - i. SSW position expectations/alignment with initiative goal
 - ii. Current district and school resources and readiness
 - iii. Selected items from the Expanded School Mental Health Collaboration Instrument
 - iv. Other relevant metrics, as needed