

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT
COUNTY, BY AND THROUGH GRANT
INTEGRATED SERVICES, AND THE
MOSES LAKE SCHOOL DISTRICT
REGARDING THERAPUTIC MENTAL
HEALTH, CARE COORDINATION AND
OUTREACH SERVICES**

RESOLUTION No. 18-⁰⁹⁶-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision, by and through its department of Grant Integrated Services, and the Moses Lake School District 161 (hereafter MLSD) are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and the MLSD to enter into an interlocal agreement for the purpose of providing therapeutic mental health, care coordination and outreach services to MLSD students pursuant to the terms and conditions of the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement between Grant Integrated Services and the MLSD be executed by and between Grant County and the Moses Lake School District.

PASSED AND ADOPTED this 1st day of October, 2018.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

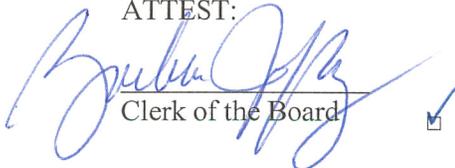
Yea Nay Abstain


Richard Stevens, Chair


Tom Taylor, Vice-Chair


Cindy Carter, Member

ATTEST:


Clerk of the Board

**INTERLOCAL AGREEMENT
BETWEEN GRANT INTEGRATED SERVICES
AND THE MOSES LAKE SCHOOL DISTRICT
REGARDING THERAPUTIC MENTAL HEALTH,
CARE COORDINATION AND OUTREACH SERVICES**

This AGREEMENT (Agreement) is made and entered into by and between GRANT COUNTY, WASHINGTON (County), a political subdivision of the State of Washington, by and through GRANT INTEGRATED SERVICES (GrIS) and MOSES LAKE SCHOOL DISTRICT (District), a public school district as defined in Title 28A RCW and a political subdivision of the State of Washington, as authorized and pursuant to by the Interlocal Cooperation Act, RCW 39.34 et seq.

AGREEMENT:

1. Services. GrIS will provide Therapeutic Mental Health services to District students pursuant to the terms and conditions of this Agreement to wit:

- a. GrIS will coordinate necessary services with District teachers, counselors, and psychologists and/or other District representatives as may be mutually agreed upon by the parties;
- b. GrIS staff will maintain appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of information concerning identified students, complying with HIPAA and State required Mandatory Reporting laws;
- c. It is anticipated the designated GrIS staff will participate in and/or be involved in the development, review and/or revision of Individualized Education Programs. Such participation shall include, but not be limited to, development of designated student behavior plans and identification of treatment goals. Designated GrIS staff will comply with provisions set forth in the Washington Administrative Code 392-172A-0390-03 | 15.
- d. It is anticipated that GrIS staff will provide direct service to each designated student for approximately 30 minutes each school week at the student's respective school. Provided: days and hours of service may fluctuate based upon specific student needs, funding, contractor availability or other reasons as may be determined by the parties.

- c. It is anticipated the designated GrIS staff will provide the following: Evidenced based therapy services to youth with emotional, behavioral, learning and/or other mental disorders within the school system. And work with students, families and staff.
- d. Services will be provided by means of individual, family, group and consultation services
- d. GrIS staff will receive referrals from District staff and will coordinate/consult on recommendations.
- e. GrIS staff will participate in appropriate trainings, meeting and school activities that relate to their role with the District;

f. A mutually agreed upon schedule will be created to meet both the District needs and ensure that GrIS trainings and meetings requirements are met.

g. At all times material herein, designated GrIS staff will compliance with protocols and operating procedures as established by the District;

h. Provided: GrIS staff will determine whether a student or students' needs exceed or other services need to be added. In the event this is determined, such student will be referred to an appropriate agency for services.

2. Reporting. Designated GrIS staff shall prepare and provide appropriate documentation for students as requested by the District. The frequency of such submission shall be mutually agreed upon by the parties. Provided: GrIS staff shall have the discretion to contact District staff regarding issues and/or needs beyond the scope of progress notes and reports routinely submitted to the District.

3. Records. GrIS staff will utilize the agency electric health record to document clinical services according to policy. These records will be maintained by GrIS, following required laws for disclosure and retention.

3. Compensation. The District shall pay GrIS, directly, \$45.00 per hour up to a maximum of 168 hours per school year for **care coordination and outreach services** provided by designated staff. Such payment includes travel time. GrIS shall submit invoices to the District on a monthly basis. The District shall pay properly submitted invoices within 30 days of receipt. **This rate needs to be increased to \$55.00. We have done a cost review for these services.**

The District shall pay GrIS, directly 75% of the total compensation amount for up to four (4) MLSD Therapist positions. The amount invoiced to the District will be adjusted by starting pay scale, date of hire and total number of MLSD Therapists. GrIS shall submit invoices to the District on a monthly basis. The District shall pay properly submitted invoices within 30 days of receipt.

4. Effective Date of Agreement. This Agreement shall be effective August 27th, 2018 and shall terminate on June 7th, 2019, or until as set forth in paragraph 5 of this agreement.

5. Termination. This Agreement may be terminated by either party for any reason on giving thirty days (30) days advance notice in writing of its intention to do so.

6. Notices. All notices pursuant to this agreement shall be in writing and shall be transmitted by facsimile or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of deliver via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number

to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To District: Joshua Meek, Superintendent
Moses Lake School District
920 W. Ivy
Moses Lake, WA 98837
509-766-2650

To GrIS: Gail Goodwin, Director of Management Services
Grant Integrated Services
840 E. Plum Street
Moses Lake, WA 98837
(509) 764-2644

7. Severability. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in force and effect and shall in no way be affected, impaired or invalidated.

8. Indemnification. To the fullest extent permitted by law, the District shall indemnify and hold harmless the County, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to the District's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the District, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments, including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that the negligence of the County and/or GrIS or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the County from the negligence of County's own employees, officers or agents.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the District, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to the County's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or

negligent acts or omissions on the part of the County, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments, including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that the negligence of the District or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the District from the negligence of District's own employees, officers or agents.

Provided: Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and or partnership or joint venture between GrIS and the District. The status of GrIS concerning this Agreement is that of an independent contractor.

9. Administration of Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the GrIS and the District. Issues and/or disputes related to implementation of the Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

10. Insurance. For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.

11. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

12. Applicable Law - Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

13. Authority. Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

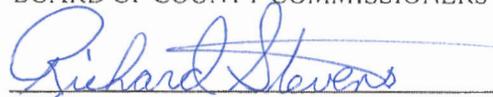
14. No Waiver. No failure of GrIS or the District to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

15. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts, and understandings, written and oral.

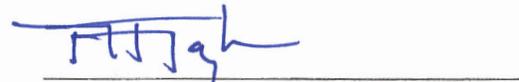
THE PARTIES HAVE caused this agreement to be executed on the day and year set forth. Signed Hereupon:

Dated the 1st day of Oct, 2018

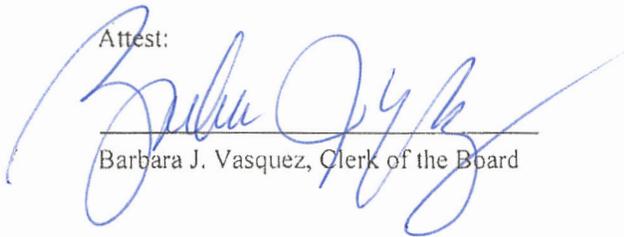
BOARD OF COUNTY COMMISSIONERS


Richard Stevens, Chair


Cindy Carter, Vice Chair


Tom Taylor, Member

Attest:


Barbara J. Vasquez, Clerk of the Board

GRANT INTEGRATED SERVICES


Gail Goodwin, Director

Dated the 26th day of Sept, 2018

MOSES LAKE SCHOOL DISTRICT


Authorized Signer name here

Dated the 26 day of September, 2018.

**AMENDMENT #1
INTERLOCAL AGREEMENT
BETWEEN GRANT INTEGRATED SERVICES
AND THE MOSES LAKE SCHOOL DISTRICT
REGARDING THERAPEUTIC MENTAL HEALTH, CARE COORDINATION AND
OUTREACH SERVICES
2018-2019 School Year**

This amends the Interlocal Agreement signed October 1, 2018.

This amendment only applies to Section 4 – Effective Date of Agreement – This agreement is extended until August 27, 2019.

THE PARTIES HAVE caused this agreement to be executed on the day and year set forth. Signed Hereupon:

Dated the 5th day of June, 2019

BOARD OF COUNTY COMMISSIONERS



Tom Taylor, Chair

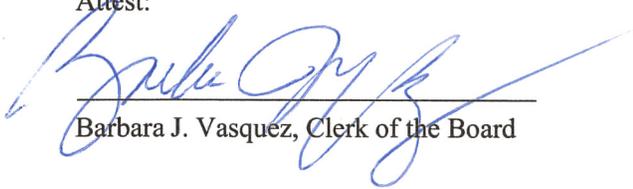


Cindy Carter, Vice Chair



Richard Stevens, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

GRANT INTEGRATED SERVICES



Gail Goodwin, Director

Dated the 5th day of June, 2019

MOSES LAKE SCHOOL DISTRICT



Dr. Josh Meek Superintendent

Dated the 5th day of 2019 June