

## **INTERLOCAL AGREEMENT TO PROVIDE A STUDENT SUPPORT SERVICES PROGRAM**

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and Edmonds School District #15 to provide a Student Support Services program.

### **1. PARTIES**

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 Edmonds School District #15 (District), a school district formed under Chapter 28.A RCW.

### **2. PURPOSE AND PROGRAM**

2.1 The purpose of this Agreement is to enable the District to provide the Student Support Services program for the benefit of PHD2 residents.

2.2 The Student Support Services program is a prevention and intervention program that links students with appropriate health and wellness services.

### **3. AUTHORITY**

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services.”

3.2 Chapter 39.34, RCW (Interlocal Cooperation Act) permits the District and other local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities.

### **4. TERM AND TERMINATION**

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The period for providing the Student Support Services program at the District is scheduled to begin on January 1, 2020 and continue through December 31, 2022.

4.3 The Agreement will end when the final reporting by the District is accepted and approved by PHD2.

## 5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Student Support Services program provided by the District based on the following three-year budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	2020	2021	2022
Salaries & benefits, including principal supervision time	\$446,265	\$446,265	\$446,265
Other program costs including training, mileage, and supplies	\$3,735	\$3,735	\$3,735
<b>Total</b>	<b>\$450,000</b>	<b>\$450,000</b>	<b>\$450,000</b>

5.2 Program costs will be paid out for the program as follows:

5.2.1 PHD2 will make a payment of seventy-five thousand dollars and no cents (\$75,000.00) on February 15, 2020;

5.2.2 PHD2 will make subsequent payment to the District beginning with a payment of thirty-seven thousand five hundred dollars and no cents (\$37,500.00) due on March 15, 2020 and continuing on a monthly basis through December 15, 2022.

5.3 Continuing monthly payments by PHD2 are contingent, however, on the ability of the District to continue to meet its obligations under this Agreement. PHD2 reserves the right to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of PHD2.

## 6. OBLIGATIONS OF THE DISTRICT

6.1 The District will staff the student support services program with student support advocates to be placed at each middle and high school within the district. The student support advocates will provide students with wrap around prevention services to include: support to link students and their families to medical, dental and behavioral healthcare; support for the early detection, prevention and treatment of mental health and drug and alcohol issues; and referrals to community organizations to support the health and wellness needs of students.

6.2 The District will use its best efforts to provide the Student Support Services outlined in section 6.1 to at least 456 students in the PHD2's service area each year.

6.3 Using templates provided by PHD2, the District will track and report program participants' progress against the following outcomes: 1) early detection and treatment of mental health needs; 2) early detection and referral to substance use treatment; 3) families connected to community resources; 4) families assisted in accessing health care services; and 5) families at risk of homeless connected to or maintaining stable housing.

<b>Date due to PHD2</b>	<b>Type of report</b>
February 15, 2021	First Annual report and financial statements
February 15, 2022	Second Annual report and financial statements
February 15, 2023	Third Annual report and financial statements

6.4 The District will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours. The District will also provide its financial statements and management letter in a timely manner on an annual basis as they become available from the Washington State Auditor's Office.

6.5 The District will use the funds provided by PHD2 only for the Student Support Services program and will return any portion of the payments that are not used for the Student Support Services program on or before delivery of the third annual report and financial statement due February 15, 2023.

6.6 The District recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. The District will provide PHD2 with any accessible information that PHD2 is requested to provide to the Washington State Auditor's Office or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington State Public Records Act.

6.7 The District #15 will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.8 During the term of this Agreement, the District will give every consideration to suggestions by PHD2 for modifications to the Student Support Services program to obtain more favorable health outcomes of the participants.

6.9 The District will give credit (logo or language) to PHD2 in its publicity vehicles about this program, including, but not limited to, press releases, annual reports, newsletters, websites, brochures and fliers. Credit should also be given in newspaper interviews about the program. Electronic communications/websites should also include a link to PHD2's website. The use of PHD2's logo, when appropriate, is encouraged. PHD2 can provide black-and-white or color versions in digital format.

## 7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and the District in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. The District shall defend, indemnify, and hold harmless PHD2, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses, or lawsuits, including attorney fees and other costs, relating to or arising out of this agreement caused by the sole negligence of the District. The District is responsible for maintaining adequate liability insurance.

PHD2 shall defend, indemnify, and hold harmless the District, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses, or lawsuits, including attorney fees and other costs, relating to or arising out of this agreement caused by the sole negligence of PHD2. PHD2 is responsible for maintaining adequate liability insurance.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:

Public Hospital District No. 2, Snohomish County  
4710 196<sup>th</sup> Street SW  
Lynnwood, WA 98036

To Edmonds School District #15:  
Greg Schwab  
Assistant Superintendent  
Edmonds School District  
20420 68<sup>th</sup> Ave W  
Lynnwood, WA 98036

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2  
SNOHOMISH COUNTY, WASHINGTON

By: DocuSigned by:  
Jennifer Piplic Date: 1/22/2020  
8FA5735C32E4440  
Jennifer Piplic, Superintendent

EDMONDS SCHOOL DISTRICT #15

By: DocuSigned by:  
Kris McDuffy Date: 1/22/2020  
ESCE7BA066D147F  
Dr. Kris McDuffy, Superintendent