

**INTERLOCAL AGREEMENT  
PSYCHIATRY & BEHAVIORAL HEALTH  
EDUCATION & TRAINING SERVICES  
FOR TEACHERS & STAFF**

THIS INTERLOCAL AGREEMENT FOR PSYCHIATRY & BEHAVIORAL HEALTH TRAINING & EDUCATION SERVICES FOR TEACHERS AND STAFF (the "Agreement") is made and entered into as of this 15<sup>th</sup> day of September 2013 (the "Effective Date"), by and between SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 d/b/a ISLAND HOSPITAL ("Island Hospital") and ANACORTES SCHOOL DISTRICT NO. 103 ("School District") (hereinafter referred to individually each as a "Party" and collectively as the "Parties").

**RECITALS**

WHEREAS, RCW 70.44.240 expressly authorizes public hospital districts to contract or join with any public entities to provide health care services to be used by individuals, districts, hospitals or others; and

WHEREAS, RCW 39.34.010 authorizes public entities to cooperate with other public entities to provide services; and

WHEREAS, the Parties recognize a need to provide psychiatry and behavioral health education and training services ("Training Services") to the teachers and staff of School District, specially related to working with students with special needs and behavioral health issues;

WHEREAS, the Island Hospital Board of Commissioners has authorized a cooperative relationship with School District to enable the delivery of Training Services to School District; and

WHEREAS, the School District Board of Commissioners has authorized a cooperative relationship with Island Hospital to enable the delivery of Training Services to School District.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which Training Services are provided the select teachers and staff of School District.

Section 2. Term and Termination. This Agreement shall commence on the Effective Date and continue through June 30, 2014. This Agreement may be terminated by either Party, at any time with or without cause, upon providing thirty (30) days written notice to the other Party.

Section 3. Administration; No Separate Entity Created. Pursuant to RCW 39.34.030, the parties hereby appoint a Contract Administrator who will be responsible for administering this Agreement, and at the direction of the parties, this Contract Administrator shall take such action

as is necessary to ensure that this Agreement is implemented in accordance with its terms. The parties hereby designate Christopher Tobey, PhD, Psych and Behavioral Health Program Director at Island Hospital, or his designee, as the Contract Administrator for this Agreement. No separate legal entity is formed by this Agreement. School District's primary contact for issues in administering this Agreement shall be Maggie Thompson.

Section 4. Training Services.

a. Training Services. Through the Island Hospital's contracted psychiatrist David C. Hall, M.D. ("Dr. Hall"), Island Hospital shall provide School District the following Training Services:

- Attend School District team meetings for consultation on students with behavior issues;
- As requested, consult with counselors and teachers on students;
- Provide training to teachers and staff on dealing with students with behavior issues; and
- As requested, provide evaluations on students who require mental/behavioral health evaluations.

In regards to evaluations of students, any such students evaluated shall be registered as patients of Island Hospital's Psych and Behavioral Health Program and treated in the same manner as all other patients.

b. Schedule of Services. Island Hospital will schedule Dr. Hall to be on site at the School District to provide Training Services for the following number of hours each month:

<b>September</b>	2 hours
<b>October</b>	4 hours
<b>November</b>	4 hours
<b>December</b>	2 hours
<b>January</b>	4 hours
<b>February</b>	4 hours
<b>March</b>	4 hours
<b>April</b>	4 hours
<b>May</b>	4 hours

The Parties may reschedule these times as mutually agreed.

Section 5. Property. No joint property ownership is contemplated under the terms of this Agreement.

Section 6. Compensation. School District shall compensate Island Hospital at the rate of One Hundred Seventy Five and No/100 Dollars (\$175.00) per hour for providing Training Services. Island Hospital shall invoice School District for Training Services in the month following the month in which Training Services were provided, *e.g.*, the invoice for November will be provided in December.

Section 7. Indemnification. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and hold the other Party harmless from and against any and all such liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives or subcontractors, regardless of the form of action, whether in contract, tort or otherwise.

Section 8. Insurance. Each Party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement.

Section 9. Compliance. The Parties acknowledge that medical and other records, including protected health information ("PHI") are protected by and subject to numerous laws, rules and regulations regarding privacy, security, confidentiality, consent, access and disclosure. The Parties agree to comply with all privacy, security, confidentiality, research, consent, access and disclosure requirements, including all documentation and access requirements, of applicable federal and state laws, rules and regulations, including, without limitation, the Washington State Uniform Health Care Information Act (RCW 70.02), the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, as modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any implementing administrative simplification regulations codified at 45 C.F.R. Parts 160 and 164 et seq. ("HIPAA"). The Parties acknowledge that all patient records, including any psychotherapy notes, maintained by Dr. Hall or any other Island Hospital provider shall be subject to the requirements of HIPAA and the Washington State Uniform Health Care Information Act and shall not be disclosed to School District unless otherwise permitted by law.

Section 10. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or when such delivery is refused or upon receipt if sent by facsimile with hard copy in two (2) days or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other address specified by notice to the other Party.

If to School District: 220 M Avenue  
Anacortes, WA 98221  
Attn: Superintendent

If to Island Hospital: 1211 - 24th Street  
Anacortes, WA 98221-2590  
Attn: Superintendent & Chief Executive Officer

Section 11. Entire Agreement/Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be supplemented by additional agreements executed by the parties, or may amended or modified by written instrument signed by the parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the purposes for which the Parties are organized.

Section 12. Assignment. No Party to this Agreement may assign its rights or obligations hereunder.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

Section 14. Filing Requirements. Upon execution of this Agreement, the Parties shall file a true and complete copy thereof in compliance with the provisions of RCW 39.34.040.

Section 15. Authorization. Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

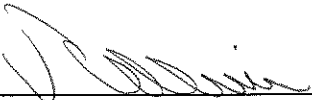
Section 16. Independent Review. This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

Section 17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Skagit County Superior Court

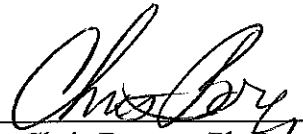
Section 18. Severability. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

SKAGIT COUNTY PUBLIC HOSPITAL  
DISTRICT NO. 2

  
\_\_\_\_\_  
By: Vincent C. Oliver  
Its: Superintendent & Chief Executive Officer

ANACORTES SCHOOL DISTRICT NO. 103

  
\_\_\_\_\_  
By: Chris Borgen, Ph.D.  
Its: Superintendent & Chief Executive Officer

Anacortes School District 103  
School Board Approved

JUN 13 2013

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
PSYCHIATRY & BEHAVIORAL HEALTH  
EDUCATION & TRAINING SERVICES  
FOR TEACHERS & STAFF**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PSYCHIATRY & BEHAVIORAL HEALTH TRAINING & EDUCATION SERVICES FOR TEACHERS AND STAFF (the "First Amendment") is by and between SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 2, d/b/a Island Hospital ("Island Hospital"), AND ANACORTES SCHOOL DISTRICT NO. 103 ("School District").

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

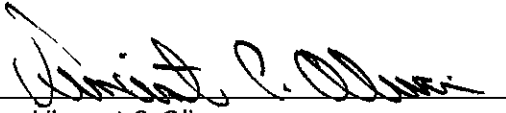
1. Intent. Island Hospital and School District are parties to that certain Interlocal Agreement with an effective date of September 1, 2013 (the "Agreement"). The parties desire to amend the Agreement to provide for automatic one (1) year renewals to meet the continuing needs of the community.
2. Use of Terms Capitalized words and phrases not otherwise defined in this First Amendment shall have the same meaning as defined in the Agreement.
3. Effect of Amendment. This First Amendment modifies the Agreement. The Agreement, as amended by this First Amendment, is in full force and effect, and the parties hereby ratify and affirm the same. In the event of any conflict between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control.
4. Term and Termination. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Section 2. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue through June 30, 2014. Thereafter, this Agreement shall automatically renew for additional one (1) year terms. This Agreement may be terminated by either Party at any time, with or without cause, upon providing thirty (30) days' written notice to the other Party.
5. Compensation. The hourly compensation rate set forth in Section 6. "Compensation" of the Agreement is increased from One Hundred Seventy Five and No/100 Dollars (\$175.00) per hour to Two Hundred and No/100 Dollars (\$200.00) per hour.
6. Effective Date. This First Amendment shall be effective as of July 1, 2014.
7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or as a read only file (*i.e.*, pdf) shall be deemed a valid execution of this Agreement, binding on the parties.

*[Signature page follows.]*

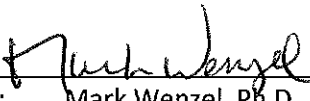
IN WITNESS WHEREOF, the parties hereby execute this First Amendment as of the last day set forth below.

SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

  
By: Vincent C. Oliver  
Its: Superintendent & Chief Executive Officer

Date: 11/18/14

ANACORTES SCHOOL DISTRICT NO. 103

  
By: Mark Wenzel, Ph.D.  
Its: Superintendent

Date: 11/14/14

Anacortes School District 103  
School Board Approved

NOV 13 2014

MEMORANDUM OF UNDERSTANDING BETWEEN THE ISLAND HOSPITAL  
FOUNDATION AND THE ISLAND HOSPITAL PSYCHIATRY AND BEHAVIORAL  
HEALTH CENTER

January 17, 2013

The Island Hospital Foundation (IHF) has committed to supporting the Anacortes School District Intervention Program (ASDIP) beginning with an initial grant of sixty thousand dollars (\$60,000) in 2011 followed by a pledge of fifty thousand dollars (\$50,000) per calendar year for five years beginning in 2012. There may also be other grants received in support of this Program and those monies shall not reduce the amount of money pledged by IHF. The Program will be delivered through the auspices of the Island Hospital Psychiatry and Behavioral Health Department (IHPBT) whose services will include Licensed Mental Health Counselors, Licensed Social Workers, Psychologists and Psychiatrists.

IHPBT will:

- Provide on site mental health counseling to the Anacortes High School (AHS) and Anacortes Middle School (AMS) in a manner consistent with the annual grant amount
- Consult with District staff and educators regarding disposition of interventions
- Make recommendations to District staff on how best to meet the behavioral health needs of youth on campus
- Involve families as necessary
- Provide psychiatric services through the clinic
- Consult and collaborate with other primary healthcare provides and others

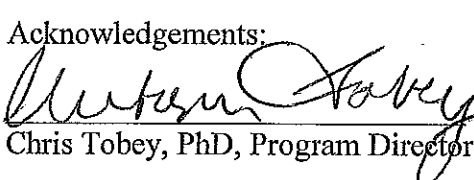
Annually, IHF will receive a report on the expenditure of the grant and its effectiveness in treating and intervening with our community's youth.


For the purposes of accounting and fiscal responsibility, it is agreed that the IHF grant and any other monies received in support of this grant will fund one (1) full day per week of an IHPBT counselor to be on site at AHS and (1) full day per week at AMS at the cost of \$680 per day representing fair market value (FMV)<sup>1</sup> for services rendered. It is estimated that during a calendar year the counselor will be on site approximately one hundred (100) days.

<sup>1</sup>FMV is hereby determined as a rate of eighty five dollars (\$85.00) per hour in an eight (8) day consistent with contract rates from Skagit and Island County for similar services.

This Memorandum of Understanding is hereby entered into on January 17, 2013.

Acknowledgements:

  
Chris Tobey, PhD, Program Director

  
Bernadette Stanek, Development Director



MEMORANDUM OF UNDERSTANDING BETWEEN THE ISLAND HOSPITAL  
FOUNDATION AND THE ISLAND HOSPITAL PSYCHIATRY AND BEHAVIORAL  
HEALTH CENTER

March 12, 2014

The Island Hospital Foundation (IHF) has committed to supporting the Anacortes School District Intervention Program (ASDIP) beginning with an initial grant of sixty thousand dollars (\$60,000) in 2011 followed by a pledge of fifty thousand dollars (\$50,000) per calendar year for five years beginning in 2012. This amount has been increased by twenty thousand dollars (\$20,000) subsequent to an Executive Committee vote (held November 19, 2013) to increase the annual support by ten thousand (\$10,000) and an annual pledge for ten thousand dollars (\$10,000) for four (4) years beginning 2014 on behalf of a local service organization.

There may also be other grants received in support of this Program and those monies shall not reduce the amount of money pledged by IHF. The Program will be delivered through the auspices of the Island Hospital Psychiatry and Behavioral Health Department (IHPBT) whose services will include Licensed Mental Health Counselors, Licensed Social Workers, Psychologists and Psychiatrists.

IHPBT will:

- Provide on site mental health counseling and social work services to the Anacortes High School (AHS) and Anacortes Middle School (AMS) in a manner consistent with the annual grant amount
- Consult with District staff and educators regarding disposition of interventions
- Make recommendations to District staff on how best to meet the behavioral health and social work needs of youth on campus
- Involve families as necessary
- Provide psychiatric services through the clinic
- Consult and collaborate with other primary healthcare providers and others

Annually, IHF will receive a report on the expenditure of the grant and its effectiveness in treating and intervening with our community's youth.


For the purposes of accounting and fiscal responsibility, it is agreed that the IHF grant and any other monies received in support of this grant will fund one (1) full day per week of an IHPBT counselor to be on site at AHS and (1) full day per week at AMS at the cost of \$680 per day representing fair market value (FMV)<sup>1</sup> for services rendered.


It is estimated that during a calendar year the counselor will be on site approximately one hundred (100) days and the social worker will be on site approximately fifty (50) half days

<sup>1</sup>FMV for both mental health counseling and social work services is hereby determined as a rate of eighty five dollars (\$85.00) per hour in an eight (8) day consistent with contract rates from Skagit and Island County for similar services.

This Memorandum of Understanding is hereby entered into on March 12, 2014.

Acknowledgements:

  
Chris Tobey, PhD, Program Director

  
Bernadette Stanek, Development Director

**FIRST ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING BETWEEN THE ISLAND HOSPITAL FOUNDATION AND  
THE ISLAND HOSPITAL PSYCHIATRY AND BEHAVIORAL HEALTH CENTER**

This **FIRST ADDENDUM** ("First Addendum") to the **MEMORANDUM OF UNDERSTANDING BETWEEN THE ISLAND HOSPITAL FOUNDATION AND THE ISLAND HOSPITAL PSYCHIATRY AND BEHAVIORAL HEALTH CENTER** (the "Memorandum of Understanding") regarding the use of psychiatric intervention at the Island Hospital Behavioral Health Clinic when youth are referred by the Licensed Mental Health Counselor directly from Anacortes Middle and High Schools for additional intervention.

The fees charged will be consistent with similar contracts with Skagit and Island Counties and will be charged to monies pledged by Island Hospital Foundation and other entities to support services.

These rates are:

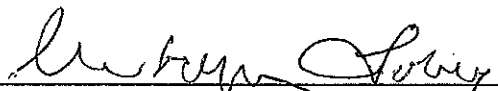
MD Level  
Psychiatric Intake Evaluation, \$225 per evaluation  
Medication Check, \$86 per hour

(no reimbursement for no shows or cancellations)

This First Addendum to the Memorandum of Understanding of January 17, 2013 addresses the utilization of psychiatric services at Island Hospital Psychiatry and Behavioral Health Center.

This addendum to the Memorandum of Understanding is hereby entered into February 24, 2013.

Acknowledgements:

  
Chris Tobey Ph.D., Program Director

  
Bernadette Stanek, Development Director