

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Community Health & Human Services / 855020 Mental Health
Contract or Grant Administrator:	Joe Fuller
Contractor's / Agency Name:	Ferndale School District

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?				
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:	

Is this contract grant funded?		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	

Is this contract the result of a RFP or Bid process?		Contract Cost Center:	124100
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 498,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This agreement provides funding for a Mental Health Specialist and to support youth-related community outreach initiatives within the Ferndale School District

Term of Contract:	2 Years, 9 Months	Expiration Date:	06/30/2026
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Contract Routing:	1. Prepared by:	JT	Date:	08/11/2023
	2. Health Budget Approval	KR/JS	Date:	09/15/2023
	3. Attorney signoff:	RB	Date:	09/19/2023
	4. AS Finance reviewed:	A Martin	Date:	9/21/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2023-638	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
FERNDALE SCHOOL DISTRICT

Whatcom County Contract Number

THIS AGREEMENT is made and entered into by and between Whatcom County (“County”) and Ferndale School (District), both public entities organized pursuant to the provisions of chapters 70.05 and 70.45 RCW in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This agreement provides funding for a Mental Health Specialist and to support Ferndale Youth Coalition initiatives within the Ferndale School District, as more fully and definitively described in Exhibit A hereto. These positions will expand access to families and students for mental and behavioral health supports.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from October 11, 2023 through June 30, 2026.
3. **EXTENSION:** The duration of this Agreement may be extended by mutual written consent of the parties.
4. **STATEMENT OF WORK:** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT:** See attached Exhibit B, incorporated herein by this reference.
6. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the 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:

The County’s representative shall be:

Joe Fuller, Program Specialist
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
JFuller@cowhatcom.wa.us

The District’s representative shall be:

Dr. Kristi Dominguez, Superintendent
Ferndale School District
6041 Vista Drive
Ferndale, WA 98248
Kristi.dominguez@ferndalesd.org

7. **ASSIGNMENT AND SUBCONTRACTING:** The performance of all activities contemplated by this agreement shall be accomplished by the District. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
8. **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.
9. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its 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 agree 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 or the District by reason of entering into this agreement as expressly provided herein.
10. **TERMINATION:** Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party’s last known address for the purposes of giving notice under this

EXHIBIT A STATEMENT OF WORK

I. Background and Purpose

This agreement provides funding for personnel including a Mental Health Professional (approximately .6 FTE) and an Associate Mental Health Professional (approximately .6 FTE) and youth-related community outreach initiatives within the Ferndale School District (District) for the 2023-2024, 2024-2025 and 2025 - 2026 school years.

Data from surveys and other collection tools show that youth suffer from a variety of behavioral health concerns including depression, anxiety and substance use. Youth mental health is a priority from a public health perspective to avoid or mitigate continued suffering and poor health over the life course. The magnitude of challenges associated with youth mental health in Whatcom County is supported in recent years by data from the Healthy Youth Survey, Community Health Assessment, and COVID Health Impact Assessment.

II. Statement of Work

The Ferndale School District will employ two staff positions that will provide additional, on-site and direct mental health services for students and support youth initiatives within the District. Activities conducted within the scope of this agreement must be compliant with the intent of RCW 82.14.460.

A. The District will employ a Mental Health Professional whose responsibilities include:

1. Providing school-based mental health supports to students across tiers of intervention and needs.
2. Providing families with support related to the social emotional and mental health needs of their children, working in partnership and connecting families to resources, including 1:1 and small group.
3. Working as a part of a team with the Ferndale Youth Coalition to support initiatives related to community safety for students, prevention efforts, and county wide training on suicide prevention and anxiety and depression.
 - a. The Ferndale Youth Coalition is a group of interested community members (including representatives from the District, Ferndale Police Department, City Council, Whatcom County Library System, and other community organizations) who have come together to put collective efforts into creating healthy and engaging activities for Ferndale youth outside of the school day, in response to the drug crisis in the community).
4. Participating in County evaluation efforts, including evaluation planning, data collection and reporting.

B. The District will employ an Associate Mental Health Professional who will benefit from supervision provided by fully licensed clinicians within the District and whose responsibilities include:

1. Providing school-based mental health supports to students with mid-level needs, as well as group sessions and family supports. Mid-level needs may include students who can engage in skills-based or brief solution-oriented therapy or who only require a shorter

- duration (2-16 sessions) of services to stabilize and regain better health and academic engagement.
2. Providing families with support related to the social emotion and mental health needs of their children, working in partnership and connecting families to resources, including 1:1 and small group sessions.
 3. Participating in County evaluation efforts, including evaluation planning, data collection and reporting.
- C. The District will support youth-related community outreach initiatives. Supported initiatives may include but are not limited to: community-based youth coalition events and activities, downtown gatherings for youth with high interest activities, suicide prevention training for parents and community members, and advertisements for these activities and initiatives.
- D. Anticipated long-term outcomes include:
1. Number of sixth grade, eighth grade and high school students reporting on the Healthy Youth Survey (HYS) experiencing anxiety and depression in the past year, reduces by 7% per data collection over three years (2021 data, compared to 2023 data, compared to 2025 data).
 2. Number of sixth grade, eighth grade and high school students reporting on the HYS experiences with drug use during the past year, reduces by 7% per data collection over three years (2021 data, compared to 2023 data, compared to 2025 data).
 3. Elementary (fourth and fifth graders) and middle school (sixth through eighth graders) students self-reporting on their prosocial skills shows an increase in student prosocial skills by 5% each year, over three years, as measured by annual SEL Panorama Self-Assessment data in the dimensions of self-awareness and decision-making.
 4. The percentage of students at the high school who self-report feeling a sense of belonging in school increases by 7% per year, over three years, baseline Spring 2022 of 32% at the high school students reporting feeling a sense of belonging in the District.

E. Reporting

- A. Reports will be submitted on January 31st (for services from the start of school through December) and June 30th (for services from the start of school through the end of school).
- B. The County will provide all required report forms. Reports will include information related to the anticipated long-term outcomes described in the Scope of Work, above, in addition to any other outcome/output measures that are developed through County evaluation efforts.
- C. By 07/15/2024, the District will provide a narrative report on student utilization of behavioral health professionals or new programs/services available as a result of the funding provided by this agreement.
- D. By 09/01/2025, the District will provide a written plan for sustainable funding following the expiration of this agreement on 06/30/2026.
- E. Any changes related to reporting requirements, including timeline, forms or measures, will be communicated by the County.

**EXHIBIT B
COMPENSATION**

I. **Budget and Source of Funding:** The source of funding for this agreement, in a total amount not to exceed \$498,000 (\$166,000 per budget period specified in the tables below), is the local behavioral health sales tax. The annual budgets for this agreement are as follows:

BUDGET 10/11/2023 – 06/30/2024		
Item	Documents Required Each Invoice	Budget
Personnel – Mental Health Professional Associate Mental Health Professional (salaries and benefits)	General Ledger (GL) Detail	\$156,000
Community Outreach Initiatives* (includes light refreshments**, supplies, advertisements, printing, speaker/trainer fees)	<ul style="list-style-type: none"> • Brief narrative description of initiatives funded • Paid invoices or receipts*** • Speaker/trainer invoices must include dates, number of hours and rates 	\$10,000
TOTAL		\$166,000

BUDGET 07/01/2024 – 06/30/2025		
Item	Documents Required Each Invoice	Budget
Personnel – Mental Health Professional Associate Mental Health Professional (salaries and benefits)	General Ledger (GL) Detail	\$156,000
Community Outreach Initiatives* (includes light refreshments**, supplies, advertisements, printing, speaker/trainer fees)	<ul style="list-style-type: none"> • Brief narrative description of initiatives funded • Paid invoices or receipts*** • Speaker/trainer invoices must include dates, number of hours and rates 	\$10,000
TOTAL		\$166,000

BUDGET 07/01/2025 – 06/30/2026		
Item	Documents Required Each Invoice	Budget
Personnel – Mental Health Professional Associate Mental Health Professional (salaries and benefits)	General Ledger (GL) Detail	\$156,000
Community Outreach Initiatives* (includes light refreshments**, supplies, advertisements, printing, speaker/trainer fees)	<ul style="list-style-type: none"> • Brief narrative description of initiatives funded • Paid invoices or receipts*** • Speaker/trainer invoices must include dates, number of hours and rates 	\$10,000
TOTAL		\$166,000

* Individual purchases exceeding \$500 must be pre-approved in writing by the County’s Contract Administrator.

** Light refreshments are defined as nonalcoholic beverages and edible items commonly served between meals but not intended to substitute for meals

***The County may request item descriptions for receipts to determine eligible costs.

II. **Invoicing**

1. The District shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. The District shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the District. The County may withhold payment of an invoice if the District submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The District shall not bill the County for services performed or provided under this contract, and the County shall not pay the District, if the District has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The District is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.