

**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:	Blaine 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:
\$ 315,000	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	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.
Total Amended Amount:	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.

Summary of Scope: This agreement provides funding for a Behavioral Health Coach staff position within the Blaine School District

Term of Contract:	2 Years, 9 Months	Expiration Date:	06/30/2026
Contract Routing:	1. Prepared by:	JT	Date: 08/11/2023
	2. Health Budget Approval	KR/JS	Date: 08/31/2023
	3. Attorney signoff:	RB	Date: 08/31/2023
	4. AS Finance reviewed:	A Martin	Date: 9/5/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2023-594	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
BLAINE SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County (“County”) and Blaine 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 to support a Behavioral Health Coach staff position in the Blaine School District, as more fully and definitively described in Exhibit A hereto.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from September 27, 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. Christopher Granger, Superintendent
Blaine School District
770 Mitchell Street
Blaine, WA 98230
cgranger@blainesd.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 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.

11. CHANGES, MODIFICATIONS, AMENDMENTS, OR 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.
12. SEVERABILITY: In the event of 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.
13. 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.
14. OTHER PROVISIONS: The District and the County will comply with all applicable Federal and State requirements that govern this agreement.
15. This Agreement has been approved and authorized by the governing bodies of the District and the County and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
16. This Agreement shall be posted or recorded by the County, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

Blaine School District

 Dr. Christopher Granger, Superintendent Date

**WHATCOM COUNTY:
 Recommended for Approval:**

 Perry Mowery, Response Systems Division Supervisor Date

 Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

 Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:
 Accepted for Whatcom County:**

By: _____
 Satpal Singh Sidhu, County Executive Date

EXHIBIT A STATEMENT OF WORK

I. Background and Purpose

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.

This agreement provides funding for behavioral health services personnel in the Blaine School District for the 2023-2024, 2024-2025 and 2025 - 2026 school years.

II. Statement of Work

Blaine School District will hire a Behavioral Health Coach staff position (approximately .8 – 1 FTE) that will provide behavioral health intervention services in classrooms and will benefit all students and staff. 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 Behavior Response Coach to support the behavioral health needs of students by:
1. Providing support for response to student needs within the classroom setting in support of the general education teacher.
 2. Implement student behavioral wellness instruction by applying mental health, behavioral health and social emotional learning skills into classroom lessons, group interventions, individual support and at recess, lunch and other school environments.
 3. Assist in the evaluation, support and implementation with fidelity of [Multi-Tiered Systems of Support](#) in collaboration with student support teams.
 4. Support school teams by implementing data collection systems and assisting with data analysis and the development of evidence-based interventions.
 5. Assist with developing interventions focusing on positive practices to decrease interfering behavior and increase functional skills, including creating materials for use with various behavior programs at school.
 6. Provide ongoing training and consultation for families in the implementation of positive supports and behavioral interventions to reduce interfering behaviors and their child's specific goals.
 7. Participating in County evaluation efforts, including evaluation planning, data collection and reporting.
- B. Anticipated long term results include:
1. Increasing teacher capacity and skill in responding to behavioral needs of students within the classroom setting.
 2. Supporting and empowering each student to thrive academically, socially and emotionally within the classroom setting.

3. Increased student engagement, motivation and sense of connection.
4. Decreased frequency of unexpected or disruptive student behaviors.

III. 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 the District's utilization of the Behavior Response Coach 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 \$315,000 (\$105,000 per budget period specified in the tables below), is the local behavioral health sales tax. The County will reimburse the District for Personnel costs associated with a Behavioral Health Coach staff position. The annual budgets for this contract are as follows:

BUDGET 09/27/2023 – 06/30/2024		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Behavioral Health Coach (salaries and benefits)	General Ledger (GL) Detail	\$105,000

BUDGET 07/01/2024 – 06/30/2025		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Behavioral Health Coach (salaries and benefits)	General Ledger (GL) Detail	\$105,000

BUDGET 07/01/2025 – 06/30/2026		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Behavioral Health Coach (salaries and benefits)	General Ledger (GL) Detail	\$105,000

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.