		WHATCO CONTRACT INFO	OM COUNTY ORMATION SHE	ET		Wh	atcom C	County Contra	act Number:
Originating Department:			85 Health and	Communit	v Service	s			
	ept. Division and Program)						/ 8550	020 Menta	al Health
Contract or Grant Administrator:		8550 Community Health & Human Services / 855020 Mental Health Joe Fuller							
Contractor's / Agency Na	ame:		Meridian School	ol District					
Is this a New Contract?							,	Yes 🗆	No ⊠
Yes ⊠ No ☐ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:									
Does contract require (Council Approval?	res ⊠ No □	If No, include	WCC:					
Already approved? Co	ouncil Approved Date:	<u>.</u>	(Exclusions see: V	Vhatcom Cou	inty Codes	3.06.010, 3	.08.090	and 3.08.10	00)
Is this a grant agreeme Yes □ No ☑		agency contract nu	mber(s):			CFDA#:			
Is this contract grant fu Yes ☐ No ☒	-	om County grant co	ntract number(s):						
Is this contract the result Yes □ No ⊠	ult of a RFP or Bid process? If yes, RFP and Bid nu				Contrac Center:	t Cost	1241	13	
Is this agreement exclu		No □ Yes ▷	1			I			
If YES, indicate exclusion(s) below: ☐ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency. ☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS). ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000. ☐ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA. Contract Amount:(sum of original contract amount and any prior amendments): ☐ 450,000 ☐ 10% of contract amount, whichever is greater, except when: ☐ Exercising an option contained in a contract previously approved by the council. ☐ Exercising an option contained in a capital budget appropriation ordinance. ☐ 3. Bid or award is for supplies.									
\$ Summary of Scope: Thi	s agreement provides fund	5. Contrac systems proprieta	ent is included in Ex t is for manufacturer and/or technical su ary software current	r's technical upport and s ly used by \	support a oftware m Whatcom	ind hardwa aintenanc County.	are mai e from	the develo	per of
	,	ing for a Bonavioral						JOI DIOLITOL	•
Term of Contract:	2 Years, 9 Months	IT	Expiration Date:		06/3	30/2026		00/44/0	000
Contract Routing:	Prepared by: Outline the Business Assessed	JT				Date		08/11/20	
Contract County.	Health Budget Approval Atternov signoff:	KR				Date		08/21/2	
	3. Attorney signoff:4. AS Finance reviewed:	RB A Martin				Date Date		08/21/2 8/23/20	
	AS Finance reviewed. IT reviewed (if IT related):	A Martin				Date		0/23/20	IZJ
	6. Contractor signed:					Date			
	7. Submitted to Exec.:					Date			
	Submitted to Exect. Submitted to Exect. Submitted to Exect. If necessarily approved (if necessarily approved)	essary): AB202	2_577			Date			
	Executive signed:	,0001y). ADZUZ	.U-UI I			Date			
	Original to Council:					Date			

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN WHATCOM COUNTY AND MERIDIAN SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and Meridian School District (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 Behavioral/Mental Health Professional (1 FTE) in the Meridian School District, as more fully and definitively described in Exhibit A hereto.
- 2. TERM OF AGREEMENT: This Agreement shall be in effect from September 13, 2023 through June 30, 2026.
- 3. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
- 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:

Kurt Harvill, Assistant Superintendent Meridian School District 214 W Laurel Road Bellingham, WA 98226 kharvill@meridian.wednet.edu

- 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:

Meridian School District	
Kurt Harvill, Assistant Superintendent Date	
WHATCOM COUNTY: Recommended for Approval:	
Perry Mowery, Response Systems Division Supervisor	Date
Erika Lautenbach, Health and Community Services Director Approved as to form:	Date
Royce Buckingham, Senior Civil Deputy Prosecutor Date	
Approved: Accepted for Whatcom County:	
By:	

EXHIBIT A STATEMENT OF WORK

I. Background and Purpose

The local Behavioral Health sales tax supports a range of services throughout Whatcom County, including prevention activities. The sales tax reserves are expected to reach just over \$9M by the end of 2023, in part due to higher than expected overall sales tax revenues and in part because of COVID service restrictions and staffing shortages among behavioral health providers. In addition, funds were held in reserves for a to-be-determined capital project and for general operating reserves.

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 a Behavioral/Mental Health Professional (approximately 1 FTE) in the Meridian School District for the 2023-2024, 2024-2025 and 2025 – 2026 school years.

II. Statement of Work

Meridian School District will maintain a staff position that exclusively serves the District's Middle School student body who are increasingly feeling less connection and isolation, experiencing increased anxious and nervous feelings, and suicidal ideation. 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 1 FTE Behavioral/Mental Health Professional to support the District's Middle School student body, as follows:
 - Collaborate with student counselors, administrators, educators, and specialists to develop and implement effective behavioral health support services for students, including participation in team planning or consultations, as needed.
 - 2. Conduct mental health assessments with referred students and if applicable, diagnose mental health conditions and create individual service plans.
 - 3. Provide individual and/or group therapy services to students as determined necessary and appropriate, according to individual service plans.
 - 4. Deliver high-quality therapeutic services including evidence-based behavioral health programs and interventions, such as Motivational Interviewing, Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, client and family-centered services and community care coordination, using Multi-Tiered Systems of Support and National School Mental Health Best Practices.
 - 5. Ensure staff are trained to engage in outreach to all students, including methods to minimize language or other communication barriers.
 - 6. Coordinate and follow-up with outside resources to provide additional services, as deemed appropriate by the treating Mental Health Professional.
 - 7. Implement intentional recruitment and retention strategies designed to expand the diversity of credentialed school-based mental health professionals.

- 8. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.
- B. Anticipated long-term outcomes include:
 - 1. Improving educational outcomes like increased attendance rates, higher collaboration and connections, and the ability to stay on track to graduate.
 - 2. Reducing the likelihood of behavioral challenges affecting the completion of requirements to attain a diploma and ensuring a greater likelihood of success as students approach adulthood, minimizing the associated societal and economic costs.
 - 3. Promoting social equity by providing opportunities to process and grow from the disproportionate impact to specific communities (multi-lingual, communities of color, those in poverty) to ensure successful outcomes for all students.
 - 4. Supporting families with access to mental health professionals and participation in family workshops where skills are shared and specific supports are offered to provide parental strategies and help children move beyond the lingering impacts of COVID-19 and typical developmental struggles that children face during their middle years.
 - 5. Aligning with the principles of preventive care by addressing mental and behavioral health issues as they emerge and through regular intervals where issues are surfaced and strategies are offered to contribute to higher levels of engagement and the application of preventive care.

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 student utilization of the Behavioral/Mental Health Professional and/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 timelines, forms or measures, will be communicated by the County.

EXHIBIT B COMPENSATION

I. <u>Budget and Source of Funding</u>: The source of funding for this agreement, in a total amount not to exceed \$450,000 (\$150,000 per budget period specified in the tables below), is the local behavioral health sales tax. The budgets for this contract are as follows:

BUDGET 09/13/2023 - 06/30/2024				
Item	Documents Required with	TOTAL		
item	Each Invoice	Budget		
Personnel –				
Behavioral/Mental Health Professional	General Ledger (GL) Detail	\$150,000		
(1 FTE – salaries and benefits)	,			

BUDGET 07/01/2024 - 06/30/2025					
Item	Documents Required with Each Invoice	TOTAL Budget			
Personnel – Behavioral/Mental Health Professional (1 FTE – salaries and benefits)	General Ledger (GL) Detail	\$150,000			

BUDGET 07/01/2025 - 06/30/2026				
Item	Documents Required with Each Invoice	TOTAL Budget		
Personnel – Behavioral/Mental Health Professional (1 FTE – salaries and benefits)	General Ledger (GL) Detail	\$150,000		

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. <u>Duplication of Billed Costs or Payments for Service:</u> 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.