

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:
202309026

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:		Nooksack Valley School District	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	124113
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
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): \$ 300,000		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.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: This agreement provides funding for two, .5 FTE Mental Health Professionals in the Nooksack Valley 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	JS	Date: 08/30/2023
	3. Attorney signoff:	RB	Date: 08/28/2023
	4. AS Finance reviewed:	A Martin	Date: 08/30/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:	^{DS} BSR	Date: 9/19/2023
	8. Council approved (if necessary):	AB2023-578	Date: 09/12/2023
	9. Executive signed:		Date: 9/20/2023
	10. Original to Council:		Date:



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Nooksack Valley School District – Mental Health Staffing Agreement
DATE: SEPTEMBER 18, 2023

Attached is an interlocal agreement between Whatcom County and Nooksack Valley School District for your review and signature.

▪ **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 two, .5 FTE Mental Health Professionals in the Nooksack Valley School District for the 2023-2024, 2024-2025 and 2025-2026 school years.

▪ **Funding Amount and Source**

Funding for this agreement, in an amount not to exceed \$300,000, is provided by the Behavioral Health sales tax. These funds are included in the 2023 budget. Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Perry Mowery, Response Systems Division Supervisor at 360-778-6059 (PMowery@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.

Encl.

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
NOOKSACK VALLEY SCHOOL DISTRICT

Whatcom County Contract Number
202309026

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and Nooksack Valley 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 two, .5 FTE Mental Health Professionals in the Nooksack Valley 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.
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:


Matt Galley, Superintendent
Nooksack Valley School District
PO Box 4307
Nooksack, WA 98276
Matt.Galley@nv.k12.wa.us

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: 9/20/2023

Nooksack Valley School District

DocuSigned by:

 FAC557670D01448... 9/18/2023

Matt Galley, Superintendent Date

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:

 955C651A30374BD... 9/18/2023

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

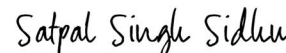
DocuSigned by:

 1EE5DDBD9542404... 9/18/2023

Royce Buckingham, Senior Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

DocuSigned by:

 1192C7C18B664E3... 9/20/2023

By: _____
 Satpal Singh Sidhu, County Executive Date

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.

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II. Statement of Work

Nooksack Valley School District will maintain mental health professional staff positions that provide additional, on-site and direct mental health services for elementary and high school students. Activities conducted within the scope of this agreement must be compliant with the intent of RCW 82.14.460.

The District will:

- A. Employ approximately 0.5 FTE Mental Health Professional for elementary students and approximately 0.5 FTE Mental Health Professional for high school students. These positions will:
 1. Provide on-site direct mental health services to students.
 2. Provide [Tier I and Tier II Multi-Tiered System of Supports \(MTSS\)](#) skills and strategies for supporting children's mental health needs to District staff and families.
 3. Participate as members of school MTSS intervention teams to provide resource information for school staff and families, as well to advocate for specific clients as needed.
 4. Provide ongoing safety/crisis planning for clients and families.
 5. Meet regularly with the District's family support staff for collaboration. The family support staff assist students and families in navigating complications and questions so that students can experience a better educational opportunity.
 6. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.
- B. Anticipated long-term outcomes include:
 1. Strengthening foundational structures to support students with a strong Tier I and Tier II MTSS.
 2. Increased student engagement, motivation and sense of belonging

3. Decreased student anxiety, depression and suicidal ideation
4. Increased attendance rates
5. Dismantling of racism and oppression

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 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 \$300,000 (\$100,000 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 two Mental Health Professional positions. The annual budget for this contract are as follows:

BUDGET 09/13/2023 – 06/30/2024		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Mental Health Professional staff (including salaries and benefits)	General Ledger (GL) Detail	\$100,000

BUDGET 07/01/2024 – 06/30/2025		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Mental Health Professional staff (including salaries and benefits)	General Ledger (GL) Detail	\$100,000

BUDGET 07/01/2025 – 06/30/2026		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Mental Health Professional staff (including salaries and benefits)	General Ledger (GL) Detail	\$100,000

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.