



Memorandum

TO: Satpal Sidhu, County Executive

FROM: Charlene Ramont, Interim Director

RE: Northwest Educational Services District (ESD) 189 – Behavioral Health Services
Interlocal Agreement

DATE: JUNE 11, 2025

Attached is an interlocal agreement between Whatcom County and Northwest ESD 189 for your review and signature.

- **Background and Purpose**

Services funded by this contract will support a Student Assistance Professional in the Nooksack Valley School District. The Professional will provide substance use disorder prevention services necessary to contribute to the improvement of student behavioral health outcomes. The NWESD 189's Student Assistance Program is an evidence-based and cost-beneficial program designed to support a range of behavioral health needs and increase access to critical school and community services. NWESD 189 continues to exceed expected service levels and demonstrate positive outcomes that meet identified goals.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$121,000, is provided by the North Sound Behavioral Health Administrative Services Organization (\$79,809.40) and the Behavioral Health Program Fund (\$41,190.60). These funds are included in the 2025 budget. Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.


- **Differences from Previous Contracts**

This is a new contract; however, funding for these services has been provided through similar contracts between Whatcom County and NWESD 189 since 2014. This contract removes mental health services but otherwise includes no significant changes between this contract and the contract ending on 08/31/2025 (WC Contract #202106020).

Please contact Amanda Burnett, Human Services Supervisor at 360-778-6069 (ABurnett@co.whatcom.wa.us) if you have any questions.

Encl.



WHATCOM COUNTY				Whatcom County Contract Number: 202506015	
CONTRACT INFORMATION SHEET					
Originating Department:			85 Health and Community Services		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855020 Mental Health		
Contract or Grant Administrator:			Joe Fuller		
Contractor's / Agency Name:			Northwest ESD 189		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input 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?		If yes, grantor agency contract number(s):		ALN#	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):		202304013	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Method of Procurement:		N/A – Interlocal Agreement	Contract Cost Center:		18538505.6610 (\$41,190.60) / 10008602.6610 (\$79,809.40)
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):		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:			
\$	121,000	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: Services funded by this agreement will support a Student Assistance Professional in the Nooksack Valley School District.					
Contract Term Ends:		08/31/2026			
Contract Routing:	1. Prepared by:	J. Thomson	Date:	04/15/2025	
	2. Health Budget Approval	PL/CR	Date:	04/28/2025	
	3. Attorney signoff:	Christopher Quinn	Date:	04/29/2025	
	4. AS Finance reviewed:	Bbennett	Date:	05/15/2025	
	5. IT reviewed (if IT related):		Date:		
	6. Contractor signed:		Date:		
	7. Executive Contract Review:	JL	Date:	6/23/2025	
	8. Council approved (if necessary):	AB2025-416	Date:	06/10/2025	
	9. Executive signed:		Date:	6/23/2025	
	10. Original to Council:		Date:		

<p>Whatcom County Contract Number: 202506015</p>
--

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
NORTHWEST EDUCATIONAL SERVICES DISTRICT 189

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom"), a County pursuant to the provisions of Title 36 RCW in the State of Washington and Northwest Educational Services District 189 ("ESD 189"), an Educational Service District pursuant to Title 28A 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 the provision of mental health and substance use disorder prevention services, as more fully and definitively described in Exhibit A hereto.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from September 1, 2025 through August 31, 2026.
3. **STATEMENT OF WORK:** See attached Exhibit A, incorporated herein by this reference.
4. **FUNDS PROVIDED AND METHOD OF PAYMENT:** See attached Exhibit B, incorporated herein by this reference.
5. **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:

<p>Whatcom's representative shall be:</p> <p>Joe Fuller, Program Specialist Whatcom County Health and Community Services 509 Girard Street Bellingham, WA 98225 JFuller@co.whatcom.wa.us</p>	<p>ESD's representative shall be:</p> <p>Ismael Vivanco, Superintendent Northwest Educational Services District 189 1601 R Avenue Anacortes, WA 98221 ivivanco@nwesd.org</p>
--	--
6. **ACCOUNTING AND AUDIT:** ESD 189 agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after the termination of this Agreement. The financial records shall be made available to representatives of Whatcom or any other governmental jurisdiction for audit, at such reasonable time and places as Whatcom shall designate.
7. **ASSIGNMENT AND SUBCONTRACTING:** The performance of all activities contemplated by this agreement shall be accomplished by ESD 189. 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 Whatcom.
8. **COMPLIANCE WITH LAWS:** ESD 189 shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. ESD 189 shall submit any and all information that Whatcom requires to demonstrate such compliance with such laws, ordinances and codes within two weeks of Whatcom's request for such information. ESD 189 covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. ESD 189 further covenants that in the performance of this Agreement, no person having such interest will be employed.

9. **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.
10. **INDEMNIFICATION AND INSURANCE:** 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 Whatcom or ESD 189 by reason of entering into this agreement as expressly provided herein.

ESD 189 will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.
11. **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.
12. **CHANGES, MODIFICATIONS, AMENDMENTS, EXTENSIONS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by ESD 189 and Whatcom's County Executive (or designee). Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement ONLY by mutual written agreement executed by ESD 189 and Whatcom's County Executive (or designee).
13. **NONDISCRIMINATION IN SERVICES.** ESD 189 shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. Whatcom shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
14. **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.
15. **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.
16. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained herein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
17. **STATUS OF EMPLOYEES:** Neither ESD 189 nor personnel employed by ESD 189 shall acquire any rights or status Whatcom's employment, nor shall they be deemed employees or agents of Whatcom for any purpose

other than specified herein. ESD 189 shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

18. OTHER PROVISIONS: ESD 189 and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
19. This Agreement has been approved and authorized by the governing bodies of ESD 189 and Whatcom 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.
20. This Agreement shall be posted or recorded by Whatcom, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on: 6/23/2025

NORTHWEST EDUCATIONAL SERVICES DISTRICT 189

Signed by: Ismael Vivanco 6/14/2025
0EE5E61D5CAE402
 Ismael Vivanco, Superintendent Date

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by: Ann Beck 6/16/2025
2B365BB0422344A...
 Ann Beck, Community Health & Human Services Manager Date

Signed by: Charlene Ramont 6/23/2025
C1DD9BF6CCAC4DC...
 Charlene Ramont, Interim Director Date
 Whatcom County Health and Community Services

Approved as to form:

Signed by: Christopher Quinn 6/16/2025
EC466FE5C88B4ED
 Christopher Quinn, Chief Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

DocuSigned by: Satpal Singh Sidhu 6/23/2025
1192C7C18B664E3
 By: Satpal Singh Sidhu, County Executive Date


EXHIBIT "A"
(SCOPE OF WORK)


I. Background

Substance use and poor mental health experienced by youth often create lifelong negative impacts. The purpose of this contract is to improve behavioral health outcomes among students, including reduction of risks for substance abuse and poor mental health. Evidence and research-based programming will be delivered through the school-based Student Assistance Program (SAP). The Student Assistance Program is a multi-tiered approach, where prevention services are provided to the entire school community and group or individual counseling is provided to students who are at-risk or are using alcohol, tobacco, or other drugs.

The goal of the services is to mitigate behavioral health concerns for youth and their families and to promote increased functioning and success. The services outlined in the statement of work will provide a response to the pressing needs of students. SAP will also work with students to build resistance and social competency skills. Motivational Interviewing (MI) will be utilized in service delivery. MI is an approach that moves individuals away from indecision toward finding motivation to healthier goals, ones that include positive and healthy choices.

The Student Assistance Program undergoes annual program evaluation. Results over time consistently show that students who participate in prevention/intervention services increase their understanding of the risk of using substances, and reduce or delay the onset of use. Additionally, the program shows reductions being in trouble at school, skipping school, suspensions, hitting or hurting someone, being in a physical fight, and in being arrested. Statewide results from the Office of Superintendent of Public Instruction (OSPI) are highlighted in Exhibit D (Summary & Outcomes). Locally, outcomes have also shown the following results.

<i>Intervention Goals</i>		
Reduce or Eliminate Behavior	<u>Reduction</u>	
Tobacco use	22%	
Alcohol use	22%	
Marijuana use	35%	
Anxiety, depression	11%	
Truancy	8%	
Associate w/ inappropriate peers	26%	

<i>Intervention Goals</i>		
Strengthen Skills & Attitudes	<u>Increase</u>	
Perceived risk of use	96%	
Awareness of social influences	66%	
Refusal skills	99%	
Assertiveness	99%	
Social skills	30%	
Communication skills	23%	
Decision-making	77%	
Social bonding	24%	
School bonding	85%	
Family bonding	52%	

Beyond the positive behavioral outcomes of the program, services also demonstrate financial benefits to the public. Cost-benefit estimates show that effective school-based programs can **save \$18 for every \$1 spent on these programs**.

II. Statement of Work

The Contractor will:

1. Provide behavioral health services, targeting 50 students and their families, as appropriate, during the contract period. Services will target middle school youth, but may include elementary or high school youth if need and capacity exist.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism programs, suspensions, substance use, mental health symptoms or related issues. Targeted students also include those who are in recovery, are at risk for use or abuse, who are impacted by substance use or mental health concerns in the family, or are impacted by their

own substance use (or misuse). Individuals can refer themselves or be referred by other students, school personnel, or family members.

3. Provide services through the Student Assistance Program. Prevention and intervention services may include the following program components:
 - a. Classroom instruction – In-class instruction is provided on topics of skills and coping, being an adolescent, relationships (friends and family), and alcohol, tobacco and other drugs.
 - b. Individual and group supports – Students may receive individual counseling or participate in one of several counseling groups, including:
 - At Risk Group - Education and skill building for students at risk of using/abusing alcohol, tobacco, or other drugs (ATOD)
 - Intervention Group - For students experimenting, using, or abusing ATOD
 - Affected Others Group – For students impacted by substance use in the family
 - Recovery Group – For students in recovery from substance use
 - Senior Group – For seniors who are ambivalent about leaving school and home, and/or who have “senioritis”. The emphasis is on preventing students from increasing their use of alcohol or other drugs to deal with senior stress.
 - Newcomers Group – For students new to the school, to help them form connections to adapt to a new school/community.
 - c. School-Wide Awareness & Outreach Activities – Activities such as assemblies, contests, and other activities to help students change their perceptions of substance use and increase school connectedness.
 - d. Parent Engagement – Involvement with parents may include:
 - Outreach to parents of discipline-referred students and involve them in the program
 - Disseminate parent newsletters focused on ATOD prevention strategies
 - Attend parent teacher conferences and provide ATOD information
 - Inform parents of school and community events, and encourage participation
 - e. Screening and referral services – Students receiving services are screened with the GAIN-SS and, if necessary, are referred to appropriate services. An alternative screening tool may be used at the discretion of the program.
 - f. Training and information dissemination to school staff – Training will be provided to:
 - Increase the awareness of substance use/abuse and its impact
 - Increase knowledge of signs and symptoms of substance use, and issues children face when their parents misuse alcohol or other drugs
 - Decrease favorable attitudes toward ATOD use
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate mental health and chemical dependency treatment programs and additional support services, as appropriate.
6. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.

7. Provide consultation and/or technical assistance to school district staff regarding youth with behavioral health issues.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County health Department.
10. Place a Student Assistance Professional in the Nooksack School District, or at an alternative site identified in partnership with the County. Expanded services can occur in additional school districts, as agreed upon by the County.
11. Motivational Interviewing will be integrated into service delivery. Additional programming may be delivered from other evidence-based or research-based programs or promising programs.
12. Participate in service tracking and outcome evaluation efforts. New or existing tracking systems can be utilized that can collect and report the following information:

Program/Strategy	Measures (process/outcomes)	Tool/Instrument
Student Assistance Program	<i>Process</i> 1. # of youth served 2. # of screenings or interventions 3. # of services provided or classes taught	Student Assistance Data System (or alternative)
	<i>Outcomes</i> 1. Decreased substance use rates 2. Improved school success	1. Pre/Post Surveys 2. School Records

EXHIBIT B COMPENSATION

Budget and Source of Funding: The source of funding for this agreement, in an amount not to exceed \$121,000, is the Behavioral Health Fund and the North Sound Behavioral Health Administrative Services Organization Dedicated Cannabis Account. The budget for these services is as follows:

¹Item	Invoice Documentation Required	Budget
Student Assistance Professionals, Supervisor, Director, Program Support (salary + benefits)	General Ledger Detail or Time & Effort Form	\$101,254
Program supplies, professional development/training, travel, technology and space support, State SUD License	1. General Ledger Detail or receipts for Supplies and Training (registration or training fees). 2. Transaction Recap report for technology and space expenses. 3. For mileage, travel and training, see Exhibit B.1(6) for additional requirements	\$8,746
Subtotal		\$110,000
Indirect Costs @ 10%		\$11,000
TOTAL		\$121,000

- ¹ All direct costs must be directly attributable to the activities described in Exhibit A.
- When requested, time records must be available that support time worked on this program.

Contractor's Invoicing Contact Information:	
Name	Ismael Vivanco
Phone	3602994003
Email	Ivivanco@nwesd.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT "B.1"

Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items. Line item changes that exceed 10% of the total budget must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and JFuller@co.whatcom.wa.us.
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, for subcontracted services, copies of paid invoices that include dates, number of hours and rate are required.
 - d. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - e. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. 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 Contractor. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
8. 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.**
9. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor 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 Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2"

Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- ☐ Send the invoices to the correct address:
 HL-BusinessOffice@co.whatcom.wa.us and JFuller@co.whatcom.wa.us
- ☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- ☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.