


WHATCOM COUNTY				Whatcom County Contract Number: 202412003	
CONTRACT INFORMATION SHEET					
Originating Department:			85 Health and Community Services		
Division/Program: (i.e. Dept. Division and Program)			Response Systems Division / GRACE		
Contract or Grant Administrator:			Malora Christensen		
Contractor's / Agency Name:			City of Bellingham		
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 checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:		124120	
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"/>		
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:			
\$	819,056 (\$403,698 in 2025 and \$415,358 in 2026)	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: Through this agreement, the City of Bellingham will contribute funding for GRACE Program activities.					
Term of Contract:		2 Years		Expiration Date: 12/31/2026	
Contract Routing:	1. Prepared by:	JT		Date:	09/30/2024
	2. Health Budget Approval	Christopher Quinn		Date:	11/21/24
	3. Attorney signoff:	bbennett		Date:	11/22/2024
	4. AS Finance reviewed:			Date:	
	5. IT reviewed (if IT related):			Date:	
	6. Contractor signed:			Date:	
	7. Executive Contract Review:	AB2024-859		Date:	12/4/2024
	8. Council approved (if necessary):			Date:	12/04/2024
	9. Executive signed:			Date:	12/4/2024
	10. Original to Council:			Date:	



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: City of Bellingham – GRACE Program Interlocal Agreement
DATE: DECEMBER 4, 2024

Attached is an interlocal agreement between Whatcom County and City of Bellingham for your review and signature.

- **Background and Purpose**

The City of Bellingham will provide 40% of the total costs for the Ground-Level And Coordinated Engagement (GRACE) Program that are not covered by other funding sources, up to the amounts specified below. GRACE Program activities are intended to increase public safety, reduce use and cost of emergency and criminal justice systems, and improve the health and well-being of these individuals.

Health and Community Services' GRACE Program is designed to provide intensive case coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being, and stability of these individuals.

- **Funding Amount and Source**

The City of Bellingham will provide \$403,698 in 2025 and \$415,358 in 2026. These funds will be included in the 2025 and 2026 budgets. Council authorization is required per WCC 3.06.010 for grants exceed \$40,000.

- **Differences from Previous Agreements**

This agreement includes a \$35,056 increase over two years from the amount contributed by the City of Bellingham in the agreement ending on 12/31/2024 (WC Contract #202212007).

Please contact Malora Christensen, Response Systems Manager at 360-746-9045 (MChriste@co.whatcom.wa.us), if you have any questions.

Encl.



Whatcom County Contract Number

202412003

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
CITY OF BELLINGHAM

THIS AGREEMENT is made and entered into by and between Whatcom County, a political subdivision of the State of Washington, acting through Whatcom County Health and Community Services (hereinafter the 'WCHCS') and located at 509 Girard Street, Bellingham, WA 98225 and the City of Bellingham, a first-class municipal corporation of the State of Washington (hereinafter the 'City'), with offices at 210 Lottie Street, Bellingham, WA 98225, in consideration of the mutual covenants herein and the provisions of chapters 70.05 and 35.01 RCW in the State of Washington, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This agreement outlines the terms of financial assistance provided by the City to WCHCS to support the Ground-Level And Coordinated Engagement (GRACE) Program, as further detailed in Exhibit A 'Statement of Work', attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, the initial period of this Agreement shall be January 1, 2025 through December 31, 2026.
3. **EXTENSION:** The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement by mutual written consent of the City and the County Executive (or designee).
4. **STATEMENT OF WORK:** See attached Exhibit A, incorporated by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT:** See attached Exhibit B, incorporated herein by this reference. Funding may be increased annually, as necessary, upon mutual written consent of the City and the County Executive (or designee).
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:

WCHCS' representative shall be:

Malora Christensen
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
MChriste@co.whatcom.wa.us

The City's representative shall be:

Jason Korneliussen
City of Bellingham
210 Lottie Street
Bellingham, WA 98225
jp Korneliussen@cob.org

7. **ACCOUNTING AND AUDIT:** WCHCS and the City agree 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 WCHCS or any other governmental jurisdiction for audit, at such reasonable time and places as the WCHCS shall designate.
8. **COMPLIANCE WITH LAWS:** Each party shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. Each party shall submit any and all information the other party requires to

demonstrate such compliance with such laws, ordinances and codes within two weeks of each party's request for such information. Each party 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. Each party 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 either party by reason of entering into this agreement as expressly provided herein.

Each party 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; REDUCTION IN FUNDING:**

- a. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- b. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this agreement due to City budget constraints or economic drawdown resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon seven (7) days written notice (delivered by certified mail).
- c. Termination of this Agreement shall not prevent WCHCS from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

12. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the City and the 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.



13. **NONDISCRIMINATION IN SERVICES.** Each party 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. The County 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. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
18. OTHER PROVISIONS: Each party 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 each party 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 required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on: 12/4/2024

WHATCOM COUNTY:

Recommended for Approval:


Signed by:	
	12/4/2024
<small>00E05E4A7809409...</small>	
Malora Christensen, Response Systems Manager	Date
DocuSigned by:	
	12/4/2024
<small>955C651A30374BD...</small>	
Erika Lautenbach, Health and Community Services Director	Date

Approved as to form:

Signed by:	
	12/4/2024
<small>EC466EF5C88B4FD...</small>	
Christopher Quinn, Chief Civil Deputy Prosecutor	Date

Approved:

Accepted for Whatcom County:

DocuSigned by:	
	12/4/2024
<small>1192C7C18B664E3...</small>	
By: Satpal Singh Sidhu, County Executive	Date

CITY OF BELLINGHAM:

EXECUTED, this _____ day of _____, 20_____, for the **CITY OF BELLINGHAM:**

Kim Lund, Mayor

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

Departmental Approval

EXHIBIT A STATEMENT OF WORK

I. Purpose and Background

The City of Bellingham will provide funding for the Ground-Level And Coordinated Engagement (GRACE) Program activities which are intended to increase public safety, reduce use and cost of emergency and criminal justice systems, and improve the health and well-being of these individuals.

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual's persistent challenges. These individuals become "familiar faces" to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

Whatcom County Health and Community Services' (WCHCS) GRACE Program is designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: WCHCS, the City of Bellingham, PeaceHealth Medical Center, law enforcement agencies, Emergency Medical Services (EMS), the Whatcom County Jail, small cities, tribal nations, and housing, treatment and human service providers.

II. Definitions

Hub: The entity that identifies program participants, and facilitates and/or provides GRACE member engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE Program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub on policies of the GRACE program.

Program Team: An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County on GRACE practices and procedures.

Spokes: Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, medical care, housing and other human service needs.

III. Program Services

WCHCS will serve as the Hub for the community in the "hub and spoke" model of service delivery. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE members, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Additional responsibilities of the GRACE Program acting as the Hub include:

- a. Development of and updating policies and procedures that will inform and guide the GRACE Program activities and expectations.
- b. Convening and facilitating meetings of the Leadership and Programs Teams as necessary, as well as participating in Executive Committee meetings, as necessary.
- c. Educating and communicating with multiple stakeholders and the general community about the GRACE Program.
- d. Complying with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
- e. Working to fully develop Julota, a client data platform, reporting and communicating mechanism, considering the needs for dynamic information exchange with multiple community partners.
- f. Identifying and implementing billing for client services to Medicaid and other payers as eligible and appropriate.
- g. Updating Memorandums of Understanding (MOUs) with EMS, Law Enforcement agencies, and Spoke agencies as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE members, to be reviewed periodically.

IV. Program Staffing

The GRACE program will maintain staffing sufficient to operate as a Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client/member programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The GRACE program shall ensure that staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being.

- a. Program Supervision shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients/GRACE members.
- b. Administrative assistant capacity shall be provided to assist Program Supervisor in the everyday operations of the GRACE Program.
- c. Care Coordination services shall be provided by five (5) full time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. WCHCS prefers that these Care Coordination staff hold a Master's degree or higher in behavioral health, or other relevant field. A Bachelor's degree in Social Work, Human Services, or a related field will be considered.
- d. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP or RN qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions.
- e. Intensive Case Managers (ICM) will carry full caseloads of approximately 15-20 GRACE members each. Two ICMs will be stationed at Bellingham Fire, two will be stationed at Bellingham Police and a fifth staff member will work with Ferndale Fire. At any given time, approximately 75-100 GRACE members will receive intensive case management.

V. Service Eligibility

The target population of the GRACE program consists of individuals ("familiar faces") who have frequent contact with law enforcement and emergency response systems, high use of acute health care services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages and are not excluded because of age alone.

The GRACE program will accept referrals from program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County Jail, and secondarily from treatment or service provider agencies. The GRACE program will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

VI. Reporting Requirements

The GRACE program Supervisor will work in collaboration with the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

- a. Reduction in jail admissions/reduction in jail bed day utilization
- b. Reduction in law enforcement responses
- c. Reduction in EMS responses
- d. Reduction in Emergency Department visits
- e. Improved health conditions of GRACE members

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE members.

The GRACE program will collect baseline data on members newly admitted to the GRACE program include historical utilization of First Responder systems and the Emergency Department. On a quarterly basis, data will be collected by individual GRACE member on current utilization of these services.

As the program evolves, the Program Supervisor, in collaboration with the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be depending on data sharing agreements with GRACE community partners and the subsequent transfer of data into the Julota system.

Quarterly reporting to include basic program information about the GRACE members, as well as pre and post:

- a. Arrests
- b. Jail admissions
- c. Jail bed day stays
- d. First Responder calls for assistance (law enforcement and EMS)
- e. Emergency Department visits.

Annual report will include a summary of the quarterly reports as well as the expected outcomes.

EXHIBIT B COMPENSATION

- A. The City of Bellingham will contribute funding in an amount not to exceed \$403,698 in 2025 and \$415,358 in 2026, to Whatcom County for the GRACE Program for this initial agreement period. Funding may be increased annually, upon mutual written agreement of the City and the County Executive (or designee).

Estimated Costs	2025	2026
Total Program Costs	\$929,392	\$955,711
Personnel Only	\$798,533.48	\$826,852.14
Indirect @ 10% (applied to personnel only)	\$79,853.35	\$82,685.21
SUBTOTAL	\$1,009,245.35	\$1,038,396.21
City of Bellingham Contribution (40% of Subtotal)	\$403,698	\$415,358

- B. The expenses related to the GRACE program will be borne as much as possible by sources other than the City and the County, such as PeaceHealth, Medicaid, and other health care cost reimbursement agencies. These other funding sources are not expected to cover the full cost of the GRACE Program.
1. The City and the County understand that these funds will be used only to the extent that other funding is not available and any external funding will proportionately reduce both the City and County's expected contributions to the program.
 2. Neither the City nor the County will cover any costs paid through other sources, including grants or reimbursements.
 3. Any program cost not covered by other sources will be divided between the County at 60% of the remaining costs and the City at 40% of the remaining costs, up to the maximum amount indicated in A., above.
 4. The County will fund any remaining costs after the maximum City contribution has been invoiced.
- C. The County shall submit quarterly statements outlining cost outlays, including the City and County shares and reimbursement through other sources.
- D. The City agrees to financially assist the County only for the activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices. The County shall submit invoices, documentation, and any necessary reports by the 15th of the month, following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent to BABarr@cob.org.
1. The City will make payment to the County no more than thirty (30) days after said reimbursement request is received and approved by the City.