



**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202309024

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:		Bellingham 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): \$ 1,140,000		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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 Mental Health personnel and professional development/ within the Bellingham 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	Date: 08/21/2023
	3. Attorney signoff:	RB	Date: 08/21/2023
	4. AS Finance reviewed:	A Martin	Date: 8/31/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date: 9/18/2023
	8. Council approved (if necessary):	AB2023-584	Date: 09/12/2023
	9. Executive signed:		Date: 9/18/2023
	10. Original to Council:		Date:



# Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Bellingham School District – Mental and Behavioral Health Staffing Agreement  
**DATE:** SEPTEMBER 18, 2023

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Attached is an interlocal agreement between Whatcom County and Bellingham 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.

In order to increase capacity to meet student needs with direct services and build a sustainable system of support for students, this agreement provides funding for mental and behavioral health personnel and professional development within the Bellingham 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 \$1,140,000, 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](mailto:PMowery@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions.

Whatcom County Contract Number  
202309024

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
WHATCOM COUNTY  
AND  
BELLINGHAM SCHOOL DISTRICT #501

THIS AGREEMENT is made and entered into by and between Whatcom County (“County”) and Bellingham School District #501 (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 mental and behavioral health personnel and professional development, 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](mailto:JFuller@cowhatcom.wa.us)

The District’s representative shall be:

Dr. Greg Baker, Superintendent  
 Bellingham School District #501  
 1306 Dupont Street  
 Bellingham, WA 98225  
[Greg.Baker@bellingshamschools.org](mailto:Greg.Baker@bellingshamschools.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: 9/18/2023

**Bellingham School District #501**

  
 \_\_\_\_\_ 9/14/2023  
 Dr. Greg Baker, Superintendent Date

**WHATCOM COUNTY:  
Recommended for Approval:**

\_\_\_\_\_  
 Perry Mowery, Response Systems Division Supervisor Date

DocuSigned by:  
  
 \_\_\_\_\_ 9/18/2023  
955C651A30374BD...

\_\_\_\_\_  
 Erika Lautenbach, Health and Community Services Director Date

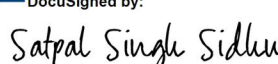
**Approved as to form:**

DocuSigned by:  
  
 \_\_\_\_\_ 9/18/2023  
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\_\_\_\_\_  
 Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

DocuSigned by:  
  
 \_\_\_\_\_ 9/18/2023  
1192C7C18B664E3...

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 Director of Mental Health (approximately 1 FTE), Mental Health Specialist (approximately 1 FTE) and Special Projects Manager (approximately .16 FTE) personnel in the Bellingham School District for the 2023-2024, 2024-2025 and 2025 – 2026 school years.

### II. Statement of Work

The Bellingham School District will maintain two staff positions that will provide development, coordination and supervision of [multi-tiered systems of supports \(MTSS\)](#), increase access to school-based behavioral health, and build long-term protocols and billing systems to sustain expanded behavioral health services. 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 Director of Mental Health that will:

1. Implement training and professional development at elementary and middle schools most impacted by trauma. The Director of Mental Health will oversee Bellingham Public Schools' partnership with [BELONG Partners](#) to transform systems in classrooms and schools within the District. The whole-school approach is data-based, trauma-informed, school-led, and applies current science. Each school will implement regular Data Team meetings.
  - a. Data Team meetings will be comprised of District staff and partner behavioral health agencies. These meetings will discuss information about referrals and drop off numbers for onsite mental health services provided by clinicians from local agencies. Data will be reviewed at these meetings and inform adjustments to systems and approaches in order to improve services for students and families.
2. Continue to cultivate and support partnership with behavioral health agencies to provide on-site services in schools. Current partners include NW ESD, Compass Health, Unity Care NW and Accent Counseling, serving 20 schools.
3. Supervise and support four Mental Health Specialists who are licensed Mental Health Counselors (LMHCs). These mental health specialists provide consultation for students, staff and families in addition to 1:1 therapy, as needed.
4. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.

B. The District will employ a Mental Health Specialist that will:

1. Support the Director in district-wide coordination of mental and behavioral health services.
2. Ensure mental and behavioral health services are provided in schools with the highest needs within a financially sustainable operating plan.
3. Establish contracts with the managed care organizations and billing systems in partnership with staff providing school based behavioral health services, with a clear understanding of confidentiality, as mandated by state laws and regulations, HIPAA and FERPA.

4. Develop a more sustainable funding model; and
  5. Grow partnerships with community providers. This includes new and existing partnerships, with a focus on both increasing the number of students accessing onsite mental health care and increasing the number of students accessing culturally responsive services.
  6. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.
- C. The District will increase an existing Special Projects Manager staff's time who is currently contracted for 180 days to a 210 day contract. This staff member will focus on developing a sustainable model through Medicaid and other insurance billing and county-wide efforts.
- D. The District will provide mental health related professional development opportunities to staff and ongoing training opportunities to School Counselors.
1. Trainings will primarily be held in District facilities. The District may utilize up to \$2,500 in funding annually for travel to select trainings (e.g., PDC Train-the Trainer).
  2. Each school will complete training focused on positive discipline (PD) approaches.
    - a. Leaders at 23 school buildings are expected to receive PD training and a minimum of 50% of building leadership staff are expected to attend a train-the-trainer event, annually for a total of 23 staff.
    - b. An estimated 160 non-leadership staff per year are expected to receive PD training annually.
- E. Anticipated long-term outcomes include:
1. Students help each other solve problems and learn.
  2. Number of disciplinary exclusions decrease.
  3. Schools improve connections with families.
  4. Adults gain trust and develop courage for difficult conversations about institutional racism.
  5. Teachers are more satisfied with their jobs, resulting in better retention and easier recruitment.

### III. Reporting

- A. Reports will be submitted on January 31<sup>st</sup> (for services from the start of school through December) and June 30<sup>th</sup> (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 \$1,140,000 (\$380,000 per budget period specified in the tables below), is the local behavioral health sales tax. The budgets for this contract are as follows:

<b>BUDGET 09/13/2023 – 06/30/2024</b>		
<b>Item</b>	<b>Documents Required with Each Invoice</b>	<b>Budget</b>
Personnel – Mental Health Director Mental Health Specialist Special Projects Manager (salaries and benefits)	General Ledger (GL) Detail	\$337,925
Professional Development/Training	<ul style="list-style-type: none"> <li>• GL Detail</li> <li>• For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate</li> </ul>	\$39,575
*Travel	<ul style="list-style-type: none"> <li>• For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel, Mileage will be reimbursed at the current Federal rate.</li> <li>• Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination and a brief description of purpose.</li> <li>• Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</li> </ul>	\$2,500
<b>TOTAL</b>		<b>\$380,000</b>

<b>BUDGET 07/01/2024 – 06/30/2025</b>		
<b>Item</b>	<b>Documents Required with Each Invoice</b>	<b>Budget</b>
Personnel – Mental Health Director Mental Health Specialist Special Projects Manager (salaries and benefits)	General Ledger (GL) Detail	\$337,925
Professional Development/Training	<ul style="list-style-type: none"> <li>• GL Detail</li> <li>• For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate</li> </ul>	\$39,575
*Travel	<ul style="list-style-type: none"> <li>• For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel, Mileage will be reimbursed at the current Federal rate.</li> <li>• Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination and a brief description of purpose.</li> <li>• Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</li> </ul>	\$2,500
<b>TOTAL</b>		<b>\$380,000</b>

BUDGET 07/01/2025 – 06/30/2026		
Item	Documents Required with Each Invoice	Budget
Personnel – Mental Health Director Mental Health Specialist Special Projects Manager (salaries and benefits)	General Ledger (GL) Detail	\$337,925
Professional Development/Training	<ul style="list-style-type: none"> <li>GL Detail</li> <li>For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate</li> </ul>	\$39,575
*Travel	<ul style="list-style-type: none"> <li>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel, Mileage will be reimbursed at the current Federal rate.</li> <li>Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination and a brief description of purpose.</li> <li>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</li> </ul>	\$2,500
<b>TOTAL</b>		<b>\$380,000</b>

\*Travel must be pre-approved by the County's Representative, identified in Section 6.

## II. Invoicing

- The District shall submit invoices to (include contract #) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
- The District shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
- 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.
- 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.**
- 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.