

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202310009

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:	Lynden School District

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" 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):	CFDA#:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, RFP and Bid number(s):	124113


Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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- 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 <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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
\$ 495,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This agreement provides funding for behavioral health support and social services personnel within the Lynden School District

Term of Contract:	2 Years, 9 Months	Expiration Date:	06/30/2026
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Contract Routing:	1. Prepared by:	JT	Date:	08/11/2023
	2. Health Budget Approval	JS	Date:	08/30/2023
	3. Attorney signoff:	RB	Date:	08/30/2023
	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:	AB2023-586	Date:	10/9/2023
	8. Council approved (if necessary):	AB2023-586	Date:	09/12/2023
	9. Executive signed:		Date:	10/9/2023
	10. Original to Council:		Date:	



# Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Lynden School District – Behavioral Health Staffing Agreement  
**DATE:** OCTOBER 6, 2023

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Attached is an interlocal agreement between Whatcom County and Lynden 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 a Positive Behavior Intervention and Supports Paraeducator (approximately .8 FTE) and Family Community Services Coordinator (approximately 1 FTE) personnel in the Lynden 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 \$495,000, 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.

Encl.

Whatcom County Contract Number  
202310009

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
WHATCOM COUNTY  
AND  
LYNDEN SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County (“County”) and Lynden 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 a Positive Behavior Intervention and Supports Paraeducator (.8 FTE) and Family Community Services Coordinator (1 FTE) in the Lynden 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](mailto:JFuller@cowhatcom.wa.us)

The District's representative shall be:

David VanderYacht, Superintendent  
 Lynden School District  
 516 Main Street  
 Lynden, WA 98264  
[vanderyachtd@lynden.wednet.edu](mailto:vanderyachtd@lynden.wednet.edu)

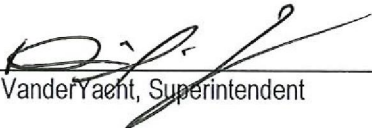
7. **ASSIGNMENT AND SUBCONTRACTING:** The performance of all activities contemplated by this agreement shall be accomplished by the District. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
8. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
9. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or the District by reason of entering into this agreement as expressly provided herein.
10. **TERMINATION:** Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.



- 11. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
- 12. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
- 13. **ENTIRE AGREEMENT:** This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
- 14. **OTHER PROVISIONS:** The District and the County will comply with all applicable Federal and State requirements that govern this agreement.
- 15. This Agreement has been approved and authorized by the governing bodies of the District and the County and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
- 16. This Agreement shall be posted or recorded by the County, as required by RCW 39.34.040.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on: 10/9/2023

**Lynden School District**

 9.29.2023  
 David VanderYaent, Superintendent Date

**WHATCOM COUNTY:**

**Recommended for Approval:**

DocuSigned by:  
 10/9/2023  
955C651A30374BD...  
 Erika Lautenbach, Health and Community Services Director Date

**Approved as to form:**

DocuSigned by:  
 10/9/2023  
1EE5DDBD9542404...  
 Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:**

**Accepted for Whatcom County:**

DocuSigned by:  
 10/9/2023  
1192C7C18B664E3...  
 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. Activities conducted under this agreement will be allowable within the intent of RCW 82.14.460. Data from surveys and other collection tools show that youth suffer from a variety of behavioral health concerns including depression, anxiety and substance use. Youth mental health is a priority from a public health perspective to avoid or mitigate continued suffering and poor health over the life course. The magnitude of challenges associated with youth mental health in Whatcom County is supported in recent years by data from the Healthy Youth Survey, Community Health Assessment, and COVID Health Impact Assessment.

This agreement provides funding for a Positive Behavior Intervention and Supports Paraeducator (approximately .8 FTE) and Family Community Services Coordinator (approximately 1 FTE) personnel in the Lynden School District for the 2023-2024, 2024-2025 and 2025 – 2026 school years.

### II. Statement of Work

Lynden School District will maintain a Positive Behavior Intervention and Supports Paraeducator and Family Community Services Coordinator that support behavioral health needs of students and provide social services to families of students.

#### A. The District will:

1. Employ approximately a .8 FTE Positive Behavior Intervention and Supports Paraeducator supported by the funding provided in this agreement. The behavioral health support position will support the behavioral health needs of students by:
  - a. Providing support for attendance/reengagement and [multi-tiered systems of supports \(MTSS\)](#).
    - i. Monitoring attendance data and supporting schoolwide efforts to promote regular attendance.
    - ii. Checking in and connecting with students who have chronic absenteeism (two or more absences per month).
    - iii. Implementing school support team plans to improve attendance for individual students.
  - b. Implement student behavioral wellness instruction by applying mental health, behavioral health and social emotional learning skills into classroom lessons, group interventions, individual support and at recess, lunch and other school environments.
  - c. Carrying out support recommendations made by the Dean of Students, School Counselors and District Mental Health Specialist.
  - d. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.
2. Employ approximately a 1 FTE Family Community Services Coordinator supported by the funding provided in this agreement. This position will provide social work to families of students including referrals to community partners, support for homeless families and

students, support for foster students and families, housing support, basic needs, school supplies, etc.

3. Participate in County evaluation efforts, including evaluation planning, data collection and reporting.

B. Anticipated long-term results of the funding for these positions include:

1. Empowering all students to thrive academically, socially and emotionally
2. Increased access to community services
3. Increased student engagement, motivation and sense of connection
4. Decreased student anxiety, depression and suicidal ideation
5. Increased attendance rates

### **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 support and social work positions and any 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 \$495,000 (\$165,000 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 a Positive Behavior Intervention and Supports Paraeducator and Family Community Services Coordinator. The annual budgets for this agreement are as follows:

BUDGET 09/13/2023 – 06/30/2024		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Positive Behavior Intervention and Supports Paraeducator Family Community Services Coordinator (salaries and benefits)	General Ledger (GL) Detail	<b>\$165,000</b>

BUDGET 07/01/2024 – 06/30/2025		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Positive Behavior Intervention and Supports Paraeducator Family Community Services Coordinator (salaries and benefits)	General Ledger (GL) Detail	<b>\$165,000</b>

BUDGET 07/01/2025 – 06/30/2026		
Item	Documents Required with Each Invoice	TOTAL Budget
Personnel – Positive Behavior Intervention and Supports Paraeducator Family Community Services Coordinator (salaries and benefits)	General Ledger (GL) Detail	<b>\$165,000</b>

## II. Invoicing

1. The District shall submit invoices to (include contract #) [HL-BusinessOffice@co.whatcom.wa.us](mailto: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 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.
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.