

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853070 Healthy Communities
Contract or Grant Administrator:	Aly Robinson
Contractor's / Agency Name:	Mount Baker 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 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):	202201016
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	#621209- Student-Based Health Center
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"/>
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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> :
\$ 30,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	<ol style="list-style-type: none"> <li>Exercising an option contained in a contract previously approved by the council.</li> <li>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>Bid or award is for supplies.</li> <li>Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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>

Summary of Scope: This agreement provides funding for minor renovations to an office space at Mount Baker High School, to be utilized for school-based health services provided by Sea Mar Community Health Centers.

Term of Contract:	5 Months	Expiration Date:	12/31/2024
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Contract Routing:	1. Prepared by:	AR	Date:	05/28/2024
	2. Health Budget Approval	JS	Date:	07/18/2024
	3. Attorney signoff:	Christopher Quinn	Date:	07/19/2024
	4. AS Finance reviewed:	bbennett	Date:	7/25/24
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2024-511	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
WHATCOM COUNTY  
AND  
MOUNT BAKER SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County (“Whatcom”) and Mount Baker School District (“District”), both public entities organized pursuant to the provisions of chapters 70.05 and 28A.315 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 minor renovations to an office space at the Mount Baker High School to accommodate a school-based health center to be operated by Sea Mar Community Health Centers.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from August 7, 2024 to December 31, 2024.
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:

The County’s representative shall be:

Aly Robinson, Community Health Specialist  
Whatcom County Health and Community Services  
509 Girard Street  
Bellingham, WA 98225  
[ARobinso@co.whatcom.wa.us](mailto:ARobinso@co.whatcom.wa.us)

The District’s representative shall be:

Brian Fraser, Finance Manager  
Mount Baker School District  
PO Box 95  
Deming, WA 98244  
[bfraser@mtbaker.wednet.edu](mailto:bfraser@mtbaker.wednet.edu)

6. **ACCOUNTING AND AUDIT:** The District 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 the County or any other governmental jurisdiction for audit, at such reasonable time and places as the County shall designate.
7. **ASSIGNMENT AND SUBCONTRACTING:** Portions of this agreement may be assigned or subcontracted to other individuals, firms or entities with the express and prior written approval of the County.
8. **PUBLIC WORKS REQUIREMENTS:** Public Works is governed by RCW 39.04 and other state statutes. Public Works is defined by 39.04.010 to generally include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

The statute excludes “ordinary maintenance,” which is generally defined in WAC 296-127-010(7)(b)(iii) (as may be amended) as either (1) work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semi-annually, but at least once per year), to service, check, or replace items that are not broken; or (2) work not performed by contract that is not regularly scheduled but is required to maintain an asset so that repair does not become necessary.

The District shall conduct all work funded under this Agreement in compliance with and pursuant to the provisions of RCW 39.04, including but not limited to competitive bidding requirements, prevailing wages, retainage and performance and payment bonds.

Upon request of the County, the District shall provide documentation that confirms the District’s compliance with the requirements of RCW 39.04 and other state statutes concerning Public Works requirements.

9. **COMPLIANCE WITH LAWS:** The District shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. The County shall submit any and all information the District requires to demonstrate such compliance with such laws, ordinances and codes within two weeks of the County’s request for such information. The District 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. The District further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **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.
11. **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 the District by reason of entering into this agreement as expressly provided herein.

The District 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.
12. **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.
13. **CHANGES, MODIFICATIONS, AMENDMENTS, EXTENSIONS OR WAIVERS:** The agreement may be changed, modified, amended, extended, or waived only by written agreement executed by the District 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.
14. **NONDISCRIMINATION IN SERVICES.** The District 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.

15. 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.
16. 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.
17. 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.
18. STATUS OF DISTRICT: Neither District nor personnel employed by the District shall acquire any rights or status in the County's employment, nor shall they be deemed employees or agents of the County for any purpose other than specified herein. District 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.
19. OTHER PROVISIONS: The District and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
20. 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.
21. This Agreement shall be posted or recorded by Whatcom required by RCW 39.34.040.

Signature Page Follows



## EXHIBIT A STATEMENT OF WORK

### I. Background and Purpose

Through funding received by Whatcom County from the Washington State Department of Health, this agreement supports minor renovations to an office space at the Mount Baker High School (MBHS) to be utilized as a school-based health center (SBHC) and operated by Sea Mar Community Health Centers (SMCHC). The SBHC will be available to Mount Baker High School Students, regardless of their ability to pay. The clinic will be open at least 10 hours/week.

100% of Mount Baker School District (MBSD) students live in an area that is geographically isolated from healthcare services for young people and many struggle to access affordable healthcare. The area is often referred to as a “health care desert” in addition to its designation as a USDA food desert. Over half of the 1,678 students enrolled in the MBSD during the 2022-23 school year (55.1%) live in families that are low income ([OSPI](#) uses free/reduced price meal eligibility as a proxy for low income), but the percentage of low-income students climb as high as [77.9%](#) at Kendall Elementary, the furthest school from services and largest elementary school in the district.

Transportation times to healthcare appointments for many residents are over 45 minutes and 50 miles roundtrip. Because of the high rate of poverty in the district, many individuals can’t afford transportation to medical centers or rely on public transit, often making appointments 5-6 hours with travel time. School staff frequently share that students miss full days of school to attend medical appointments.

School-based health centers prevent learning loss and support student academic achievement and improved health outcomes. As of 2022, there were 3,900 operational school-based health centers in 49 states ([2022 National Census of School-Based Health Centers](#)). There is currently one operating school-based health center in Whatcom County, and over 70 throughout Washington State in over 30 school districts.

### II. Statement of Work

The District will:

- a. Oversee all aspects of minor renovations to a designated office space intended for use as a school-based health center, including project management and subcontractors. Subcontractors must be secured through a competitive bid process and file both an intent to pay prevailing wages and an affidavit of wages paid. (See Section 7 of the Interlocal Agreement)
- b. Ensure subcontractors adhere to all MBSD construction guidelines, policies, and compliance with fiscal/purchasing guidelines and policies. (See Section 8 of the Interlocal Agreement and Exhibit B)
- c. Participate in bi-weekly check in meetings with County Staff.

### III. Reporting

- a. The District will provide a monthly report that will include:
  1. Progress on scope of renovation work, including any milestones achieved and problems experienced
  2. Updates to the estimated timeline
- b. The District must also inform the County’s Contract Administrator within 48 hours, when:
  1. An event occurs that could substantially threaten the scope, budget or estimated timeline
  2. Any other event of unusual and significant nature occurs whether directly or indirectly related to the project.

## EXHIBIT B COMPENSATION

I. **Budget and Source of Funding:** The source of funding for this agreement, in a total amount not to exceed \$30,000, is the Washington State Department of Health's Consolidated Contract (cost center 621209).

In addition to the documentation requirements described in Exhibit B.1, invoices must include the following:

- An invoice number generated by the Contractor;
- Contract number assigned by the County;
- The current date(s) of service or work performed;
- Vendor name and DBA, if applicable;
- Itemized list of all goods and services, if not clearly listed on the subcontractor's documentation;
- The signature of the Contractor or designee. Electronic signatures are acceptable.

In addition to the Contractor generated invoice, the Contractor must provide sufficient backup documentation to demonstrate that the expenses are allowable under the terms of this contract. Backup documentation must include paid invoices and receipts provided by subcontractors. The first time the Contractor submits an invoice for a new product or service, invoices must include:

- The Vendor's intent to ID number, issued by Washington State Labor and Industries upon filing the "Statement of Intent to Pay Prevailing Wages", when applicable.
- Procurement documentation.

Approved goods and services include:

Cost Description	TOTAL Budget
<b>Capital Expenses</b>	
Rehabilitation and Improvements	<b>\$30,000</b>

<b>Contractor's Invoicing Contact Information:</b>	
<b>Name</b>	Brian Fraser, Director of Finance
<b>Phone</b>	360-617-4604
<b>Email</b>	<a href="mailto:bfraser@mtbaker.wednet.edu">bfraser@mtbaker.wednet.edu</a>

**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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [ARobinso@co.whatcom.wa.us](mailto:ARobinso@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 15<sup>th</sup> of the month, following the month of service, except for January where the same is due by the 10<sup>th</sup> 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 types of service, student identifier, dates, number of hours and rate are required.
  - d. When applicable, mileage will be reimbursed at the current GSA rate ([www.gsa.gov](http://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](http://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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [ARobinso@co.whatcom.wa.us](mailto:ARobinso@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.