

**WHATCOM COUNTY INTERLOCAL AGREEMENT AMENDMENT**

**PARTIES:**

**Whatcom County**  
**Whatcom County Health Department**  
**509 Girard Street**  
**Bellingham, WA 98225**

**AND CONTRACTOR:**  
**Ferndale School District**  
**PO Box 698**  
**Ferndale, WA 98248**

**AGREEMENT PERIODS:**

**Original:** 09/01/2020 – 08/31/2021  
**Amendment #1:** 09/01/2020 – 08/31/2021  
**Amendment #2:** 09/01/2021 – 08/31/2022

**THE AGREEMENT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Replace Exhibit A – Scope of Work, to remove references to COVID-19 related, expanded behavioral health services.
3. Replace Exhibit B – Compensation, to reflect the budget for the extended agreement period.
4. Remove Exhibit D – Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant.
5. Funding for this contract period (09/01/2021 – 08/31/2022) is not to exceed \$120,000.
6. Funding for the total contract period (09/01/2020 – 08/31/2022) is not to exceed \$250,000.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 09/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: Approved by email AD/JT 06/08/2021  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: Erika Lautenbach 07/14/2021  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 06/21/2021  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Linda B. Quinn Dr. Linda Quinn, Superintendent 07/07/21  
Contractor Signature Print Name and Title Date

STATE OF WASHINGTON)

COUNTY OF WHATCOM )

On this 7<sup>th</sup> day of July, 2021, before me personally appeared Dr. Linda Quinn, to me known to be the Superintendent of Ferndale School District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Tamera J. Longstaff  
NOTARY PUBLIC in and for the State of Washington  
Residing at Bellingham, WA

My Commission expires: June 3, 2024



FOR WHATCOM COUNTY:

Satpal Singh Sidhu  
Satpal Singh Sidhu, County Executive 7/16/21  
Date

STATE OF WASHINGTON)

COUNTY OF WHATCOM )

On this 16<sup>th</sup> day of July, 2021, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.

My Commission expires: 12-31-22

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**EXHIBIT "A" – Amendment #2**  
**(SCOPE OF WORK)**

**Background**

Whatcom County enacted a local increase of 1/10<sup>th</sup> of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

**Statement of Work**

The Contractor will:

1. Provide behavioral health services to at least 115 students, ages 5 – 18 years, and their families as appropriate, within each annual contract year. Those served will be students in the Ferndale School District who have been identified to have or be at risk of developing mental health and/or substance use issues. Services will reach new students and also increase the dosage of support among youth already being served.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
7. Ensure all services are delivered by a qualified professional.
8. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
9. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
10. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.



## Reporting

Reports will be submitted according to the following timetable:

Report Form	Service Period	Due Date
Form #1: Service Tracking Sheet	a) Start of school through December b) Start of school through end of school (add January-June services to existing form)	a) January 31st b) June 30th
Form #2: Narrative Report	a) Start of school through December b) January through end of school	a) January 31 <sup>st</sup> b) June 30th
Form #3: School Records Report	Start of school through end of school	June 30 <sup>th</sup>

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

**EXHIBIT "B" – Amendment #2**  
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this agreement, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

*Item	Invoice Documentation Required	Budget
Intervention/Prevention Specialists and Counselors (including salary and benefits)	General Ledger (GL) detail	\$119,500
Program supplies, professional development/training, and travel	GL Detail for supplies and training  For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.  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.  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.	\$250
Subcontracted services (e.g. assessment, therapy, drug/alcohol counseling, case management, parent education)	Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier	\$250
<b>**TOTAL</b>		<b>\$120,000</b>

\*The Contractor may transfer funds between budget line items with prior County approval.

\*\*The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

**I. Invoicing**

1. The Contractor 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.
2. The Contractor shall submit invoices to (include contract/PO #) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
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 Contractor. The County may withhold payment of an invoice if the Contractor 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 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.