DocuSign Envelope ID: 533EA1ED-2E40-464D-976F-938A16B454F6

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:	The District's representative shall be:
Joe Fuller, Program Specialist Whatcom County Health and Community Services 509 Girard Street Bellingham, WA 98225 JFuller@cowhatcom.wa.us	Dr. Greg Baker, Superintendent Bellingham School District #501 1306 Dupont Street Bellingham, WA 98225 Greg.Baker@bellinghamschools.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

[redacted] 9/14/2023
Date

WHATCOM COUNTY:
Recommended for Approval:

[redacted] 9/18/2023
Erika Lautenbach, Health and Community Services Director Date

Approved as to form:
DocuSigned by:
[redacted] 9/18/2023
Royce Buckingham, Senior Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:
DocuSigned by:
By: [redacted] 9/18/2023
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 31st (for services from the start of school through December) and June 30th (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:

BUDGET 09/13/2023 – 06/30/2024		
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	• GL Detail • For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate	$39,575
*Travel	• 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. • 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 (www.gsa.gov), specific to location. Receipts for meals are not required.	$2,500
	TOTAL	**$380,000**

BUDGET 07/01/2024 – 06/30/2025		
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	• GL Detail • For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate	$39,575
*Travel	• 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. • 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 (www.gsa.gov), specific to location. Receipts for meals are not required.	$2,500
	TOTAL	**$380,000**

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	• GL Detail • For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate	$39,575
*Travel	• 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. • 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 (www.gsa.gov), specific to location. Receipts for meals are not required.	$2,500
	TOTAL	**$380,000**

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

II. Invoicing

1. The District shall submit invoices to (include contract #) 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 15th 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.