

Whatcom County Contract Number:

202309024 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Bellingham School District #501
1306 Dupont Street
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 09/01/2023 – 06/30/2026
Amendment #1: 02/01/2024 – 06/30/2026

**THE CONTRACT 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**

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to add subcontracted services for additional behavioral health services with community providers.
2. Amend Exhibit B – Compensation, to allow reimbursement of subcontracted services and supplies/materials.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 02/01/2024.

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:	<div>DocuSigned by:</div> <div></div> <div>2B365BB0422344A...</div>	2/22/2024
	Ann Beck, Community Health & Human Services Manager	Date
DEPARTMENT HEAD APPROVAL:	<div>DocuSigned by:</div> <div></div> <div>955C651A30374BD...</div>	2/22/2024
	Erika Lautenbach, Health and Community Services Director	Date
APPROVAL AS TO FORM:	<div>DocuSigned by:</div> <div></div> <div>1EE5DDDD9542404...</div>	2/23/2024
	Royce Buckingham, Senior Civil Deputy Prosecutor	Date

FOR THE CONTRACTOR:

<div>DocuSigned by:</div> <div></div> <div>02AF5AB5F991494...</div>	Dr. Greg Baker, Superintendent	3/15/2024
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

<div>DocuSigned by:</div> <div></div> <div>1192C7C18B664F3...</div>	3/15/2024
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Bellingham School District #501
 1306 Dupont Street
 Bellingham, WA 98225
Greg.Baker@bellingshamschools.org

EXHIBIT A – Amendment #1 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.
 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 at least one mental health related professional development opportunity per year to staff and School Counselors on relevant topics, such as positive school discipline approaches.
1. The District will share the training topic and event details for review and approval prior to finalizing the event.
- E. Utilize subcontracted services to deliver onsite or teletherapy services designed to reduce barriers to care. This may occur when needs exceed school response capacity, unavailability of a well-matched in-person provider, inability of a student to attend in-person appointments, or other impediments to accessing service.
- F. 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 – Amendment #1 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 agreement 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
Subcontracted Services (e.g. assessments, case management, teletherapy)	Copies of paid invoices including date/hours of service, rate and brief description of services rendered	\$30,000
Professional Development/Training	<ul style="list-style-type: none"> GL Detail A brief description of the training or agenda and a list of participants. For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate 	\$8,525
Travel	<ul style="list-style-type: none"> 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
Supplies, Materials, and Printing	<ul style="list-style-type: none"> Receipts 	\$1,050
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
Subcontracted Services (e.g. assessments, case management, teletherapy)	Copies of paid invoices including date/hours of service, rate and brief description of services rendered	\$30,000
Professional Development/Training	<ul style="list-style-type: none"> • GL Detail • A brief description of the training and a list of participants. • For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate 	\$8,525
Travel	<ul style="list-style-type: none"> • 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
Supplies, Materials, and Printing	<ul style="list-style-type: none"> • Receipts 	\$1,050
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
Subcontracted Services (e.g. assessments, case management, teletherapy)	Copies of paid invoices including dates/hours of service, rate and brief description of services rendered	\$30,000
Professional Development/Training	<ul style="list-style-type: none"> GL Detail A brief description of the training and a list of participants. For subcontracted services, copies of paid invoices that include dates, numbers of hours and rate 	\$8,525
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Supplies, Materials, and Printing	<ul style="list-style-type: none"> Receipts 	\$1,050
TOTAL		\$380,000

* Changes to the line item budget that exceed 10% of the total budget for the budget period must be pre-approved in writing by the County's Representative.

II. Invoicing

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