

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202211041 – 4

|   |  |
|---|--|
| Originating Department:                             | 85 Health and Community Services             |
| Division/Program: (i.e. Dept. Division and Program) | Response System Division / Behavioral Health |
| Contract or Grant Administrator:                    | Hannah Fisk                                  |
| Contractor's / Agency Name:                         | Opportunity Council                          |

|   |  |   |                             |
|---|--|---|-----------------------------|
| Is this a New Contract?   | If not, is this an Amendment or Renewal to an Existing Contract?     | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | 202211041                               |                             |

|  |  |                     |  |
|--|--|---------------------|--|
| 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?  |  |  |        |  |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, grantor agency contract number(s): |  | CFDA#: |  |

|   |  |           |  |
|---|--|-----------|--|
| Is this contract grant funded?                                      |  |           |  |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): | 202309019 |  |

|   |                                |       |                       |                        |
|---|--------------------------------|-------|-----------------------|------------------------|
| Is this contract the result of a RFP or Bid process?                |                                |       |                       | 675600 (\$54,457.60) / |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, RFP and Bid number(s): | 22-34 | Contract Cost Center: | 124100 (\$20,000)      |

|   |   |
|---|---|
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> |
|---|---|

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 checked="" 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 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><br>1. Exercising an option contained in a contract previously approved by the council.<br>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.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance<br>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. |
| \$ 99,257.60  |   |
| This Amendment Amount:  |   |
| \$ 74,457.60  |   |
| Total Amended Amount:   |   |
| \$ 173,715.20   |   |

Summary of Scope: This amendment extends the contract for an additional year.

|                   |                                       |                  |                  |
|-------------------|---------------------------------------|------------------|------------------|
| Term of Contract: | 1 Year                                | Expiration Date: | 06/30/2025       |
| Contract Routing: | 1. Prepared by:                       | JT               | Date: 02/22/2024 |
|                   | 2. Health Budget Approval             | JS               | Date: 02/28/2024 |
|                   | 3. Attorney signoff:                  | RB               | Date: 03/01/2024 |
|                   | 4. AS Finance reviewed:               | A Martin         | Date: 6/3/2024   |
|                   | 5. Contractor Program Manager Review: |                  | Date:            |
|                   | 6. Executive Contract Review:         |                  | Date:            |
|                   | 7. Council approved (if necessary):   |                  | Date:            |
|                   | 8. Executive signed:                  |                  | Date:            |
|                   | 9. Original to Council:               |                  | Date:            |

**WHATCOM COUNTY CONTRACT AMENDMENT  
CJTA Rental Assistance**

**PARTIES:**

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

**AND CONTRACTOR:  
Opportunity Council  
1111 Cornwall Avenue  
Bellingham, WA 98225**

**CONTRACT PERIODS:**

**Original: 01/01/2023 – 12/31/2023  
Amendment #1: 08/28/2023 – 12/31/2023  
Amendment #2: 01/01/2024 – 06/30/2024  
Amendment #3: 02/01/2024 – 06/30/2024  
Amendment #4: 07/01/2024 – 06/30/2025**

**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**

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms and conditions of this contract for one year, as per the original contract "General Terms, Section 10.2 Extension".
2. Amend Exhibit B – Compensation, to reflect a one-year budget period consistent with the HCA funding source and update invoicing requirements.
3. Funding for this contract period (07/01/2024 – 06/30/2025) is not to exceed \$74,457.60.
4. Funding for the total contract period (01/01/2023 – 06/30/2025) is not to exceed \$173,715.20.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 07/01/2024.

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.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Greg Winter, Executive Director  
\_\_\_\_\_  
Contractor Signature | Printed Name and Title | Date

FOR WHATCOM COUNTY:

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive Date

**CONTRACTOR INFORMATION:**

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham, WA 98225  
[Greg.Winter@oppco.org](mailto:Greg.Winter@oppco.org)

**EXHIBIT "B" – Amendment #4**  
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$74,457.60, is the Behavioral Health Program Fund (\$20,000) and the Washington State Health Care Authority Criminal Justice Treatment Account (\$54,457.60). The budget for this contract is as follows:

| *Cost Description                    | Documents Required Each Invoice  | Budget             |
|--------------------------------------|--|--------------------|
| CJTA Rental Assistance               | <ul style="list-style-type: none"> <li>• Expanded GL detail for the period plus documentation including Client ID, Payee, and amount of payment</li> <li>• For rental assistance-rent subsidy, itemize payee for-profit/non-profit status</li> </ul> | \$55,519.40        |
| Personnel                            | Expanded GL detail for the period [see Exhibit B.1(6.b)]   | \$9,794.20         |
| <b>SUBTOTAL</b>                      |  | <b>\$65,313.60</b> |
| *Indirect @ 14% [see Exhibit B.1(2)] |  | \$9,144            |
| <b>TOTAL</b>                         |  | <b>\$74,457.60</b> |

- \* Changes to the line item amount that exceed 10%, must be pre-approved in writing by the County.
- \*\* Indirect and fringe benefit cost rates may not exceed the current federally approved rates. Per the Contractor's Federally approved Nonprofit Rate Agreement (Appendix I):
  - a. Base indirect may be applied to total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds. The rental assistance payments are excluded from the Department of Housing and Urban Development (HUD) direct cost base.
  - b. Base fringe benefits may be applied to salaries and wages excluding vacation, holiday, sick leave pay and other paid absences.

| <b>Contractor's Invoicing Contact Information:</b> |  |
|--|--|
| <b>Name</b>  |  |
| <b>Phone</b>                                       |  |
| <b>Email</b>                                       |  |

**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 in an amount not to exceed 10%. Line item changes that exceed 10% 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 [HFisk@co.whatcom.wa.us](mailto:HFisk@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, 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
  - d. 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.
8. 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.
9. 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.**
10. 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 [HFisk@co.whatcom.wa.us](mailto:HFisk@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.