

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

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

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

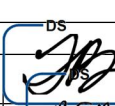

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<input 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 exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 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: 6/24/2024
	6. Executive Contract Review:	BSR	Date: 6/26/2024
	7. Council approved (if necessary):	AB2024-385	Date: 06/18/2024
	8. Executive signed:		Date: 6/27/2024
	9. Original to Council:		Date:



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – CJTA Rental Assistance Contract Amendment #4
DATE: JUNE 20, 2024

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature. This amendment extends the contract for an additional year and updates the budget to reflect the extended contract period.

▪ **Background and Purpose**

This contract provides funding for the Opportunity Council to administer up to twelve months of rental assistance for people with co-occurring disorders (serious mental illness and SUD). Whatcom County seeks to ensure housing opportunities for people with criminal charges who are challenged with substance use disorders (SUD), are homeless or discharging from institutions, or who need a viable, clean and sober living environment.

▪ **Funding Amount and Source**

Funding for this contract period, in an amount not to exceed \$74,457.60, is provided by the Behavioral Health Program Fund (\$20,000) and the Criminal Justice Treatment Account [(CJTA) - \$54,457.60] through the Washington State Health Care Authority (HCA). These funds are included in the 2024 budget. Council authorization is required as the funding provided by this amendment exceeds 10% of the amount last authorized by Council on 11/22/2022.

▪ **Differences from Previous Contracts**

Section	Differences
General Terms – Section 10.2 Extension	Extends contract through 06/30/2025
Exhibit B – Compensation	Updates the budget to reflect the extended, one-year contract period

Please contact Perry Mowery at 360-778-6059 (PMowery@co.whatcom.wa.us) if you have any questions.

Encl.

Whatcom County Contract Number:
202211041 – 4

**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

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.

APPROVAL AS TO PROGRAM: DocuSigned by: Malora Christensen 6/21/2024
00E05E4A7809409...
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 6/21/2024
955C651A30374BD...
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 03/01/2024
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

DocuSigned by: Lorena Shah Director of Operations for Greg Winter, Executive Director 6/26/2024
E3B6339CCADC45E
Contractor Signature | Printed Name and Title | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 6/27/2024
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
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"> • Expanded GL detail for the period plus documentation including Client ID, Payee, and amount of payment • For rental assistance-rent subsidy, itemize payee for-profit/non-profit status 	\$55,519.40
Personnel	Expanded GL detail for the period [see Exhibit B.1(6.b)]	\$9,794.20
SUBTOTAL		\$65,313.60
*Indirect @ 14% [see Exhibit B.1(2)]		\$9,144
TOTAL		\$74,457.60

- * 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.

Contractor's Invoicing Contact Information:	
Name	Lorena Shah
Phone	360-734-5121
Email	lorena_shah@oppco.org

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 and 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 15th of the month, following the month of service, except for January where the same is due by the 10th 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). 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), 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 and 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.