

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202112008 – 6

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	Response Systems Division / Behavioral Health
Contract or Grant Administrator:	Kelsey Peronto
Contractor's / Agency Name:	Lifeline Connections

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 #:	202112008	

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 type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	

Is this contract the result of a RFP or Bid process?		Contract Cost	18538506 (\$700,000) /
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): 21-63	Center:	18561001 (\$211,000)

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input 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 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:
\$ 3,191,810	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	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.
\$ 211,000	3. Bid or award is for supplies.
Total Amended Amount:	4. Equipment is included in Exhibit "B" of the Budget Ordinance
\$ 3,402,810	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.

Summary of Scope: This amendment restores funding to the level necessary to operate the program.

Term of Contract:	1 Year	Expiration Date:	12/31/2025
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Contract Routing:	1. Prepared by:	J. Thomson	Date:	01/27/2025
	2. Health Budget Approval	CR	Date:	02/19/2025
	3. Attorney signoff:	Christopher Quinn	Date:	02/27/2025
	4. AS Finance reviewed:	bbennett	Date:	02/26/2025
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2025-201	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT
JAIL BEHAVIORAL HEALTH SERVICES**

PARTIES:

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

**AND CONTRACTOR:
Lifeline Connections
PO Box 1678
Vancouver, WA 98661**

CONTRACT PERIODS:

**Original: 11/01/2021 – 12/31/2021
Amendment #1: 01/01/2022 – 12/31/2022
Amendment #2: 01/01/2023 – 12/31/2023
Amendment #3: 03/08/2023 – 12/31/2023**

**Amendment #4: 01/01/2024 – 12/31/2024
Amendment #5: 01/01/2025 – 12/31/2025
Amendment #6: 03/12/2025 – 12/31/2025**

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. Amend the original contract, “General Terms, Section 37.1, Administration of Contract” and “General Terms, Section 37.2 Notice” to replace County Contract Administrator’s contact information, as follows:
Whatcom County Health and Community Services
Kelsey Peronto, Program Specialist
509 Girard Street
Bellingham, WA 98225
KPeronto@co.whatcom.wa.us
2. Amend Exhibit B – Compensation, to add \$211,00 in order to restore funding to the level necessary to operate the program and updates the Contractor’s indirect rate to match their federally approved rate.
3. Add Appendix I – Nonprofit Rate Agreement
4. Funding for this contract period (01/01/2025 – 12/31/2025) is not to exceed \$911,000.
5. Funding for the total contract period (11/01/2021 – 12/31/2025) is not to exceed \$3,402,810.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 03/12/2025.

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: _____
Malora Christensen, Response Systems Manager Date

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

APPROVAL AS TO FORM: _____
Christopher Quinn, Chief Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Contractor Signature | Andrea Brooks, President & CEO | _____
Printed Name and Title | Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Lifeline Connections
PO Box 1678
Vancouver, WA 98661
360-397-8246
abrooks@lifelineconnections.org

Exhibit B – Amendment #6
(COMPENSATION)

I. Budget & Source of Funding: Funding for the contract period (1/1/2025 – 12/31/2025) may not exceed \$911,000 and is provided by the Behavioral Health Program Fund. The budget for this work is as follows:

*Item	Documentation Required w/ Invoice	Budget
Personnel (wages/benefits)	Expanded GL report for the period	\$687,769
Cell phones	GL Detail	\$4,000
Mileage/Travel/Training	See Exhibit B.1 (6.b and 6.c)	\$6,000
***Supplies & Equipment including Electronic Medical Records	Paid invoices & copies of receipts	\$2,000
***Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$1,000
Subtotal		\$700,769
**Indirect @ 30%		\$210,231
TOTAL		\$911,000

- * Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.
- ** Indirect costs shall not exceed the federally approved rate. 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) and subawards.
 - b. Base fringe benefits (29.8%) apply to salaries and wages.
- *** Supplies directly related to delivery of the program are eligible for reimbursement. Flex funds may be utilized to support the individualized needs of clients served, per Exhibit A (V.B) and Exhibit D.

Contractor's Invoicing Contact Information:	
Name	
Phone	
Email	

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and guidelines.

EXHIBIT "B.1"
Invoicing – General Requirements

1. The Contractor shall submit invoices indicating the County-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and KPeronto@co.whatcom.wa.us.
2. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
3. When applicable, indirect costs may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
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 and July 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 KPeronto@co.whatcom.wa.us
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- invoices 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.**
- 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.

APPENDIX I

NONPROFIT RATE AGREEMENT

EIN: 91-0787084
ORGANIZATION:
Lifeline Connections
PO Box 1678
Vancouver, WA 98661

Date: 06/26/2023
FILING REF.: The preceding
agreement was dated
04/16/2021

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)	
	<u>EFFECTIVE PERIOD</u>				
<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	02/01/2021	06/30/2022	30.00	All	All Programs
PROV.	07/01/2022	06/30/2025	30.00	All	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations) and subawards.

ORGANIZATION: Lifeline Connections
AGREEMENT DATE: 06/26/2023

SECTION I: FRINGE BENEFIT RATES**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	2/1/2021	6/30/2022	24.00	All	All Employees
PROV.	7/1/2022	6/30/2023	24.00	All	All Programs
PROV.	7/1/2023	6/30/2025	29.80	All	All Programs

**** DESCRIPTION OF FRINGE BENEFITS RATE BASE:**

Salaries and wages.

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF EQUIPMENT

Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition costs of \$5,000 or more per unit.

The following fringe benefits are included in the fringe benefit rates:

Medical Insurance, Dental Insurance, Life and Disability Insurance, Vision Insurance, 401(k)/Roth, Payroll Fees, Payroll Taxes and Tuition Reimbursement.

NEXT PROPOSAL DUE DATE

The indirect cost and the fringe benefits proposals based on actual costs for fiscal year ending 06/30/2023 will be due no later than 12/31/2023.

ORGANIZATION: Lifeline Connections
AGREEMENT DATE: 06/26/2023

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted, such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rater(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

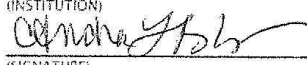
The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Lifeline Connections

(INSTITUTION)


(SIGNATURE)
Andrea L. Brooks

(NAME)
President and CEO

(TITLE)
July 10, 2023

(DATE)

ON BEHALF OF THE GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
(AGENCY)
Arif M. Karim -S

(SIGNATURE)
Arif Karim

(NAME)
Director, Cost Allocation Services

(TITLE)
06/26/2023

(DATE)
HHS REPRESENTATIVE: Elmas Martin
TELEPHONE: (415) 437-7820