

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202112008 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division	
Contract or Grant Administrator:		Perry Mowery	
Contractor's / Agency Name:		Lifeline Connections	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes No
Yes No	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202112008
Does contract require Council Approval?	Yes No	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 No			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes No			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center:
Yes No	21-63		124114
Is this agreement excluded from E-Verify?	No Yes		
If YES, indicate exclusion(s) below:			
Professional services agreement for certified/licensed professional.			
Contract work is for less than \$100,000.		Contract for Commercial off the shelf items (COTS).	
Contract work is for less than 120 days.		Work related subcontract less than \$25,000.	
Interlocal Agreement (between Governments).		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:	
\$	1,270,566	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.	
\$	310,000	3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$	1,580,566	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 increases the compensation to the contractor and adds 3 FTEs of required staffing for behavioral health services at the Whatcom County Jail and Work Center.			
Term of Contract:	1 Year	Expiration Date:	12/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 02/08/2023
	2. Health Budget Approval	JG	Date: 02/17/2023
	3. Attorney signoff:	RB	Date: 02/17/2023
	4. AS Finance reviewed:	A Martin	Date: 02/24/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:	^{DS}	Date:
	7. Executive Contract Review:	<i>SM</i>	Date: 3/15/2023
	8. Council approved (if necessary):	AB2023-176	Date: 03/07/2023
	9. Executive signed:		Date: 3/20/2023
	10. Original to Council:		Date:

WHATCOM COUNTY
Health Department



Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lifeline Connections – Jail Behavioral Health Services Contract Amendment #3
DATE: February 10, 2023

Attached is a contract amendment between Whatcom County and Lifeline Connections for your review and signature.

▪ **Background and Purpose**

This contract provides funding for behavioral health services in the Whatcom County Jail and Work Center. Services provided under this contract include crisis stabilization and connection to behavioral health services for people releasing to the community with behavioral health problems. The Behavioral Health Program at the jail receives 350-400 requests for behavioral health services per year. Lifeline Connections currently has three full-time staff to provide crisis services and re-entry case management, which is insufficient to meet current needs.

Service expansion was prioritized as the top priority in a recent gap analysis completed by the Behavioral Health Gap Analysis Team (BHGAT). The Incarceration and Reduction Task Force adopted the updated Sequential Intercept Model from the BHGAT. This model includes a recommendation to increase jail behavioral health staffing by three FTE. This amendment increases funding to support hiring those three additional full-time personnel.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$911,244 for this contract period (01/01/2023 – 12/31/2023) and \$1,580,566 for the entire contract period (11/01/2021 – 12/31/2023), is provided by the Behavioral Health Program Fund. These funds are included in the 2023 budget. Council authorization is required as the funding added by this amendment exceeds 10% of the amount authorized on 01/25/2022.

▪ **Differences from Previous Contracts**

Section	Revision Purpose
Exhibit A – Scope of Work	Section III.C – Staffing Requirements to increase the number of personnel providing behavioral health services by 3 FTEs.
Exhibit B – Compensation	Increase funding by \$310,000 to support additional personnel necessary to provide increased behavioral health services at the jail.

Please contact Perry Mowery, Behavioral Health & Special Projects Supervisor at 360-778-6059 (PMowery@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202112008 – 3

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

PARTIES:

**Whatcom County
Whatcom County Health Department
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**

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, Section III.C – Staffing Requirements to increase the number of personnel providing behavioral health services by 3 FTE which is necessary to meet the current needs for crisis and re-entry case management services.
2. Amend Exhibit B – Compensation, to increase funding by \$310,000 to support additional personnel necessary to provide increased behavioral health services at the jail.
3. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$911,244.
4. Funding for the total contract period (11/01/2021 – 12/31/2023) is not to exceed \$1,580,566.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 03/08/2023.

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 3/8/2023
00E05E4A7809409...

Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 3/13/2023
955C651A30374BD...

Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 3/13/2023
1EE5DDBD9542404...

Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

DocuSigned by: Andrea Brooks 3/14/2023
5F58263616B44BB...

Andrea Brooks, President & CEO

Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 3/20/2023
1192C7C18B664E3...

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

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

EXHIBIT "A" – Amendment #3 **(SCOPE OF WORK)**

I. Background

Whatcom County operates two jail facilities – the main jail and the minimum security “Work Center”. In addition, the County operates a Juvenile Detention Facility. All facilities house males and females in either a pre-trial or post-conviction status. All incarcerated populations include people who have both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious and persistent mental illness (SMI). In a recent Department of Social and Health Services report, 58% of adults booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five-year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in the jail has increased four to five times higher than the typical rates in the last few years.

In 2019 the number of jail bookings was 7,208 with an average daily population (ADP) of 304 between both adult facilities. In 2020, the jail bookings were reduced to 3,393 with an ADP of 222. The reductions for both years were partially due to booking restrictions which were implemented as a result of COVID, and partially the result of new and expanded jail diversion programs in the County. Direct jail behavioral health (BH) services were provided to over 1,632 people in 2019 and 1376 people in 2020. The number of CIY receiving BH services through Juvenile Court Administration was 115 for 2018, 152 for 2019, and 86 for 2020.

Behavioral health services in jails are critical “best practice” components of a criminal justice diversion program in the nationally recognized Sequential Intercept Model (SIM). The County utilizes the Sequential Intercept Model in planning behavioral health services for the community.

The overarching goals of the Behavioral Health and Re-entry Services program (BHRS) are:

1. To provide crisis stabilization services to those whose behavioral health disorder poses a potential safety hazard to themselves or others.
2. To provide clinically necessary services to incarcerated adults/CIY with symptoms of SMI/SED.
3. To engage eligible adults/CIY who are releasing into community behavioral health services in order to promote stability and recovery.

The services established through this contract shall ensure that eligible adults/CIY with SMI/SED have access to basic care. Specific sources which provide guidance for standards of care for adults imprisoned in the jail and upon release include:

1. A United States Supreme Court decision ensures the individual's rights to basic medical care (Estelle vs. Gamble, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services for jails.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of adults with SMI from state correctional facilities to community care.

II. Definitions

Behavioral Health (BH)—A term used to describe and encompass mental health disorders and substance use disorders under a single term.

Behavioral Health Assessment— A process of acquiring information about an individual's mental health status which provides sufficient information to determine medical necessity for behavioral health services covered under this Contract and for ongoing services in the community.

Behavioral Health Agency (BHA)— An agency which is certified by the Division of Behavioral Health and Recovery, to provide behavioral health services to individuals on Medicaid or who have low incomes. Behavioral health services include prevention, intervention, treatment, and recovery from mental health disorders and substance abuse disorders.

Case Management--- Assistance to a recipient and their family (or significant other) to obtain, maintain, or develop appropriate resources.

Clinically Necessary Services—Services recommended by a qualified behavioral health professional, in response to an individual assessment or screening, which will likely prevent decline in mental health status.

Co-occurring Disorders (COD)— For adults in jail, the individual shall have both an SMI and a substance use disorder.

Coordinated Team— A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about symptom acuity, needs, treatment, and individual progress.

Community Coordination— Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Computer Information System (CIS)—A database, application programs and manual and machine procedures used by North Sound BHASO (defined below). It also encompasses the computer systems that do the processing.

Diagnostics and Statistical Manual of Mental Disorders-5 (DSM-5)—The current manual used as the standard for the classification of and diagnosis of mental disorders.

Dually trained and credentialed—Doctorate or Masters Level Washington State licensed Mental Health, Marriage and Family, or Social Work professionals who also have a Substance Use Disorder Professional (SUDP) certificate from Washington State.

Engagement—Engagement is defined as a clinical service which is intended to initiate a professional relationship with an individual. Engagement consists of identifying the client's expressed needs and stage of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

Family—Those that an individual defines as family or those appointed/assigned (i.e., guardians, siblings, caregivers and significant others) to the individual.

Individual Voice—This means using indicators of ownership in and involvement with planning his/her own supports and services. In individualized plans, voice is best indicated by the use of "quotations".

North Sound BHASO or (BHASO)— North Sound Behavioral Health Administrative Services Organization is the regional entity which is responsible for the administration of state-funded mental health and substance use disorder treatment services in Whatcom, San Juan, Skagit, Island and Snohomish counties. North Sound BHASO is a partial funder of this contract for the jail transition (re-entry) services.

Serious Emotional Disturbance (SED)—A condition used to describe a diagnosable mental, behavioral, or emotional disorder which meets DSM-5 criteria as applied to children and youth under the age of 18.

Serious Mental Illness (SMI)— A diagnosable mental disorder that meets criteria in the DSM-5 and which seriously disrupts a person's thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

Substance Use Disorders (SUD)— A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders depending on the type of drug used) which is measured along a continuum from mild to severe depending on symptoms.

Recovery—A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)

Warm-handoff— Refers to a practice of making introductions between a client and the new provider when clinically necessary, rather than making a simple referral. For example, if a client has social phobia or other difficulties with showing up for services, a warm-handoff would be appropriate.

III. Statement of Work

A. Service Eligibility:

Adults who are eligible for this program must be incarcerated in or releasing from the Whatcom County Jail or the Work Center. Court Involved Youth (CIY) who are eligible for services must be referred by Juvenile Court Administration (JCA). In addition, individuals served on this contract must meet one of the following criteria, and shall be considered for services in this priority:

Individuals who,

1. Require immediate stabilization for symptoms of SMI/SED, or other behavioral health disorders
2. Have a history of or continued symptoms that may indicate an SMI/SED.
3. Have a history of or continued symptoms of a co-occurring mental health and substance use disorder.

B. Program Services Overview:

The Contractor shall ensure a coordinated team of skilled professionals to provide Behavioral Health and Re-entry Services (BHRS) on site at the Whatcom County Jail, the Jail Work Center, and through Juvenile Court Administration

1. Suicide risk assessment, safety planning, and crisis stabilization.
2. Engagement services and behavioral health assessment.
3. Mental health treatment, brief counseling, and SUD screening.
4. Case management for up to 90 days upon release or until successful re-engagement, whichever is sooner.
5. Coordination of services upon re-entry, including "warm hand offs" and transportation, as needed.

C. Jail and Juvenile Detention Services**Triage and Crisis Services**

After jail and juvenile staff have booked and screened a person to be incarcerated, the Contractor shall triage each individual with BH disorders based on level of risk and need. The following is a list of services to be provided:

1. Solicit regular updates from jail corrections staff about the status, acuity, and needs of individuals with SMI/SED.
2. Accept referrals for services from various corrections, professional, and family sources for individuals with BH disorders.
3. Screen incarcerated adults/CIY for high risk behaviors, including suicide risk, vulnerability, and safety needs.
4. Crisis intervention and suicide risk assessment using a standardized, validated suicide risk assessment tool.
5. Safety plans for incarcerated adults/CIY with a high suicide risk rating, and for those who as a result of a mental health condition, could endanger others at the jail.
6. Arrange for civil commitment evaluation by a Designated Crisis Responder when indicated.
7. Triage incarcerated adults/CIY, with symptoms of SMI and prioritize their needs for medication evaluation, treatment services, and follow up, according to safety and risk.
8. Assist corrections staff to identify and monitor high-risk incarcerated adults/CIY and to coordinate care and determine appropriate housing within the jail.
9. Review all written non-urgent referrals from incarcerated adults in the jail and from corrections staff ("kites") and ensure response/disposition within 24 hours.

Assessment and Treatment

In addition to crisis services intervention and stabilization, the Contractor shall provide the following mental health services, as needed.

1. Behavioral health assessments, mental health treatment planning, brief treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
2. Facilitation of psychiatric clinics two to three (2-3) days per week; conferring with prescribers about clients to be seen for medication evaluation and the intended medication/treatment plan.
3. Screening for symptoms of SUDs and when indicated, coordinate SUD assessments with local providers.
4. Coordination of therapeutic, behavioral response plans with medical/corrections staff, including classification staff, at the jail.
5. Engage individuals in the next level of care and coordinate care with the individual's current community health/behavioral health care providers.

Re-entry (Transition) Services

Reentry service shall be provided for adults releasing from the County jail and for CIY who are exiting detention or who are on Probation. The goal of the services is to provide smooth transitions for people with SMI/SED when released from the county jail or from JCA. These services shall facilitate rapid access and re-engagement to community behavioral health services whenever possible. The Contractor shall provide the following services to incarcerated/releasing adults/CIY:

1. Screen individuals within approximately 30 days of release for entry onto caseload, according to the eligibility criteria/priorities listed above, when possible.
2. Engage with individuals, who are eligible for re-entry services, to co-develop a needs assessment.
3. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
4. Provide or ensure case management services for releasing individuals with SMI/SED, as needed.
5. Coordinate with the local Healthcare Authority (HCA) "In-Person Assister" or other HCA representative to ensure expedited enrollment for new or re-instated Medicaid benefits or authorization for care with Managed Care Organizations.
6. Utilize motivational strategies and brief therapy to support initiation of wellness management and ongoing recovery.
7. Facilitate assessment and engagement of individuals with BH disorders into community behavioral health treatment.
8. Meet with individuals to provide "warm-hand offs" to community services, when necessary.

The Contractor shall continue to meet the re-entry needs of the individual after release from jail/JCA for up to approximately 90 days, or until s/he has attended their first outpatient appointment, or until the individual has declined further services, whichever occurs first.

Staffing Requirements

The County prefers a team approach for providing the jail BHRS program which would ensure coverage of jail crisis services every day of the week, and juvenile crisis services as needed. When regular staff is absent and coverage for jail services is minimal, referrals shall be triaged for emergent issues only, staff shall contact the jail shift sergeant each day to discuss acuity of individual needs and to provide in-person response, when necessary.

The Contractor shall work closely with the County Contract Administrator to ensure coverage and transition plans are in place pursuant to taking on services from the prior Contractor. The Contractor will ensure that corrections staff, the Chief of Corrections, and the Contract Administrator are apprised of coverage issues for holidays, vacations and long-term leaves of absence. Notification by email is recommended approximately every two weeks, however, if staffing levels are stable, no notification is necessary.

The County requires the BHRS team to be staffed at the following levels:

1. 3 FTE Independently Licensed Mental Health Professionals for crisis mental health services up to seven (7) days per week at the jail.
2. 3 FTE Mental Health Professional for Re-entry services.
3. 1 FTE Mental Health Professional for CIY services.
4. 1 FTE Independently Licensed Mental Health Professional Supervisor.

The County requires professionals with a Master's level or higher education, who are Mental Health Professionals as defined by WAC and RCW. Professionals providing jail crisis services and CIY crisis services shall be independently licensed by the State of Washington or hold a nationally-recognized mental health certificate/license. The Contractor may request a waiver from the County of the requirement for independent licensure for a particular professional; however, the County may require additional conditions be met. If the hired Supervisor is an independently licensed professional in a behavioral health profession, the independent licensure can be waived for the other clinical positions.

The County prefers dually trained and credentialed/licensed staff (substance use disorders and mental health) for all professional services. Personnel must have skills sufficient to ensure robust engagement with people who have criminogenic attitudes and be able to conduct SUD screening for people with SUDs.

The Contractor shall conduct Criminal Background checks on new staff and on all current employees. The Contractor shall ensure and document that each new employee receives safety orientation training from corrections to be turned in to the Contract Administrator within 10 days of the start date of employment.

Medical/Clinical Records

The Contractor shall maintain documentation of behavioral health services provided to each person treated at the jail or the Work Center in the Central Medical Record, electronic health records. Record content is guided by WAC 246-341-0620 or its successor, and shall include the following documentation:

Records for CIY are kept by the Contractor and are separate from Juvenile Detention medical and probation records.

1. Behavioral health assessments, including suicide risk assessments.
2. Screening tools.
3. Individual care plan.
4. Individualized case notes in a standardized format as approved by the County. (Currently Data, Assessment and Plan)
5. Releases of information as needed.

For adult/CIY BH re-entry services, the following documentation is required:

1. A brief summary of treatment provided while in jail/detention.
2. An assessment of the re-entry service needs of the individual, which includes cultural, racial, and ethnic needs.
3. An individual service plan that:
 - a. Is developed after a need's assessment, and which identifies the services required to aide in the stabilization and recovery of the individual receiving services.
 - b. Identifies service providers to meet the identified needs of the individual, including the individual's cultural, racial, and ethnic needs.
 - c. Contains notes about interactions and individual progress made towards the next level of care.
 - d. Includes documentation of warm hand-offs as needed.
4. A brief discharge plan upon termination of case management services.

The Contractor will work in collaboration with the County in the development of paperwork to document services, new and revised, but the County will have final approval.

IV. Reporting Requirements

The Contractor shall submit a monthly report of data and outcomes in a format provided by the County. The monthly report shall be submitted by the 15th of the month following the month in which services were provided. The County will provide the report format by December 28th of each year. Any requests for additional data must be approved by the Contract Administrator. The report shall be sent to the County Administrator to include the following data and outcomes:

- A. Total number of unduplicated people receiving services from this program
- B. Number of non-emergent referrals (requests for services). (NCCHC)
- C. Number of responses to non-emergent referrals within 24 hours. (NCCHC)
- D. Percentage of total referrals where a 24 hours response was provided. (NCCHC)
- E. Number of re-entry services provided to include coordination of SUD assessments and mental health transfer of care, etc. (BH-ASO required)
- F. Number of people served by re-entry services. (NS-BHASO)
- G. Number of adults who received assistance with Medicaid application or insurance authorization.
- H. Number of unduplicated CIY served on this contract.

V. Other Requirements**A. Coordination of Care and System Change**

Whatcom County is undergoing the development of multiple levels of systemic and cultural change related to improving coordination of care of people with BH disorders. The Contractor shall expect to attend meetings or give presentations to committees to the extent possible given staffing levels, which are designed to improve the system of care for people with BH issues. The following are examples of community meetings where participation should be considered:

- Jail Quarterly Meetings
- Jail Continuous Quality Improvement
- GRACE/LEAD Program Team Meetings
- Quarterly Crisis Oversight Meetings
- Quarterly Provider Meetings

B. Flexible (Flex) Funding

The Contractor shall ensure the appropriate use of flex funding for adults releasing into the community. Flex funding is intended to assist the individual with barriers to achieving goals towards their recovery. The Contractor shall document flex funding on the County authorized "Flex Fund Documentation" sheet, ensuring and initialing that all expenditures were administratively reviewed by an authorized representative. In addition, all flex funds must be accompanied by receipts.

C. The Contractor shall maintain updated written policies and procedures for the BHRS team staff for both jail and juvenile services.**D. Grievance, Appeal and Fair Hearing Processes**

Contractor must implement grievance, appeal and fair hearing processes that are in conformance with North Sound BHASO policies and procedures.

Contractor and its subcontractors shall abide by North Sound BHASO, grievance, appeal and fair hearing determinations.

In addition, the Contractor shall:

1. Implement a Grievance process that complies with North Sound BHASO policies and procedures;
2. Coordinate with North Sound BHASO grievance process and Ombuds Services;
3. Provide assistance for clients filing a grievance;
4. Provide access to interpreter services and toll-free numbers with adequate TTY/TTD and interpreter capability
5. Incorporate concerns from grievances into Contractor services without identifying individual clients.
6. Meet with the County on a twice monthly basis unless the parties agree to cancel the meeting.

E. Contractor must comply with all applicable North Sound Behavioral Health Administrative Services Organization Terms and Conditions of the contract identified in the link below per Section 2.2.27, including but not limited to, the Supplemental Service Provider Guide (also linked below), and terms relating to licensure, insurance, and billing of individuals for service:

https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide_07012021.pdf

Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

Exhibit B – Amendment #3
(COMPENSATION)

Funding for the contract period 1/1/2023 – 12/31/2023 may not exceed \$911,244 and is provided by the Behavioral Health Program Fund. The budget for this work is as follows:

*Item	Documentation Required w/ Invoice	Budget
Personnel (8 FTE, including independently licensed clinicians, mental health professionals, and Supervisor, and on-call/OT)	Expanded GL report for the period	\$741,052
Cell phones	GL Detail	\$7,000
Mileage/Travel/Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel include name of staff member, dates of travel, starting point and destination, number of miles traveled, and a brief description of purpose. Mileage will be reimbursed at the current IRS rate (www.gsa.gov). Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs 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.	\$12,000
Supplies & Equipment including Electronic Medical Records	Paid invoices & copies of receipts	\$8,500
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$5,000
	Subtotal	\$773,552
		\$137,692
		TOTAL \$911,244

*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.

I. Invoicing

1. The Contractor 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.
2. The Contractor shall submit invoices to (include contract/PO #) to HL-BusinessOffice@co.whatcom.wa.us.
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 Contractor. The County may withhold payment of an invoice if the Contractor 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 Services: 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.