



<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. <u>202112008 – 1</u>		
Originating Department:		85 Health		
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health		
Contract or Grant Administrator:		Jackie Mitchell		
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 type="checkbox"/>	No <input type="checkbox"/>	
Yes <input checked="" type="checkbox"/>	No <input 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?	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):		201904004	
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):		Contract Cost Center:	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	21-63	124114	
Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:				
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.				
<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 <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> 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.		
\$	64,440			
This Amendment Amount:				
\$	604,882			
Total Amended Amount:				
\$	669,322			
Summary of Scope: This contract provides funding for behavioral health services at the Whatcom County Jail and Work Center.				
Term of Contract:	12 Months	Expiration Date:	12/31/2022	
Contract Routing:	1. Prepared by:	JT	Date:	11/30/2021
	2. Health Budget Approval:	KR/JG	Date:	01/11/2022
	3. Attorney signoff:	RB	Date:	01/11/2022
	4. AS Finance reviewed:	M Caldwell	Date:	1/11/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Executive Contract Review.:		Date:	2/9/2022
	8. Council approved (if necessary):	AB2022-052	Date:	01/25/2022
	9. Executive signed:		Date:	2/9/2022
	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 and Re-entry Services  
Contract Amendment #1

**DATE:** January 26, 2022

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

- **Background and Purpose**

This contract provides funding for adult 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 contractor that had been providing these services since 2013 experienced a serious reduction in staff and informed the County that they did not intend to provide these services in Whatcom County after 2021.

An RFP for these services was advertised for a contract intended to begin in 2022, but with the withdrawal from services by the existing contractor, the new contractor, Lifeline Connections, agreed to begin immediate, limited services on 11/01/2021. This amendment extends the contract through 2022 and replaces the limited scope of work with one that outlines responsibilities for providing comprehensive jail behavioral health and re-entry services.

- **Funding Amount and Source**

Funding for this contract period may not exceed \$604,882. Funding is provided by the North Sound Behavioral Health Administrative Services Organization Jail Services and Behavioral Health Program Funds. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Jackie Mitchell, Program Specialist at 360-778-6048 ([JMitchel@co.whatcom.wa.us](mailto:JMitchel@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.



**WHATCOM COUNTY CONTRACT AMENDMENT**

**PARTIES:**

**Whatcom County  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225V**

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

**CONTRACT PERIODS:**

**Original: 11/01/2021 – 12/31/2021  
Amendment #1: 01/01/2022 – 12/31/2022**

**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 of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.
2. Replace Exhibit A – Scope of Work, to include requirements for comprehensive jail behavioral health services.
3. Replace Exhibit B – Compensation, to reflect an annual budget for comprehensive jail behavioral health services.
4. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$604,882.
5. Funding for the total contract period (11/01/2021 – 12/31/2022) is not to exceed \$669,322.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2022.

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: Perry Mowery 1/26/2022  
B619DC95CDBC4A9...

DEPARTMENT HEAD APPROVAL: DocuSigned by: Perry Mowery, Human Services Supervisor Date  
Erika Lautenbach 1/28/2022  
955C651A30374BD...

APPROVAL AS TO FORM: DocuSigned by: Erika Lautenbach, Director Date  
Royce Buckingham 1/28/2022  
1EE5DDBD9542404...  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Joe Foster</u> 15F507E195E04D4...	Joe Foster, Interim President & CEO	2/9/2022
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

<u>DocuSigned by: Satpal Singh Sidhu</u> 1192C7C18B664E3...	2/9/2022
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

**Lifeline Connections**  
PO Box 1678  
Vancouver, WA 98661  
360-397-8246 ext. 30484  
[jfoster@lifelineconnections.org](mailto:jfoster@lifelineconnections.org)

## **EXHIBIT "A" – Amendment #1 (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 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:

- a. Solicit regular updates from jail corrections staff about the status, acuity, and needs of individuals with SMI/SED.
- b. Accept referrals for services from various corrections, professional, and family sources for individuals with BH disorders.
- c. Screen incarcerated adults/CIY for high risk behaviors, including suicide risk, vulnerability, and safety needs.
- d. Crisis intervention and suicide risk assessment using a standardized, validated suicide risk assessment tool.
- e. 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.
- f. Arrange for civil commitment evaluation by a Designated Crisis Responder when indicated.
- g. 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.
- h. Assist corrections staff to identify and monitor high-risk incarcerated adults/CIY and to coordinate care and determine appropriate housing within the jail.

- i. 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 Contactor shall provide the following mental health services, as needed.

- a. Behavioral health assessments, mental health treatment planning, brief treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
- b. 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.
- c. Screening for symptoms of SUDs and when indicated, coordinate SUD assessments with local providers.
- d. Coordination of therapeutic, behavioral response plans with medical/corrections staff, including classification staff, at the jail.
- e. 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:

- a. Screen individuals within approximately 30 days of release for entry onto caseload, according to the eligibility criteria/priorities listed above, when possible.
- b. Engage with individuals, who are eligible for re-entry services, to co-develop a needs assessment.
- c. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
- d. Provide or ensure case management services for releasing individuals with SMI/SED, as needed.
- e. 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.
- f. Utilize motivational strategies and brief therapy to support initiation of wellness management and ongoing recovery.
- g. Facilitate assessment and engagement of individuals with BH disorders into community behavioral health treatment.
- h. 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:

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

- a. Behavioral health assessments, including suicide risk assessments.
- b. Screening tools.
- c. Individual care plan.
- d. Individualized case notes in a standardized format as approved by the County. (Currently Data, Assessment and Plan)
- e. Releases of information as needed.

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

- a. A brief summary of treatment provided while in jail/detention.
- b. An assessment of the re-entry service needs of the individual, which includes cultural, racial, and ethnic needs.
- c. An individual service plan that:
  - i. 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.

- ii. Identifies service providers to meet the identified needs of the individual, including the individual's cultural, racial, and ethnic needs.
  - iii. Contains notes about interactions and individual progress made towards the next level of care.
  - iv. Includes documentation of warm hand-offs as needed.
- d. 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 15<sup>th</sup> of the month following the month in which services were provided. The County will provide the report format by December 28<sup>th</sup> 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. Staff Recruiting and Retention Funding

The Contractor will include a position sign-on bonus (between \$1,000 - \$5,000, as determined by Contractor's HR Department) only after determining that there are not sufficient, qualified applicants for open positions. Sign-on bonuses are typically paid after 90-120 days of employment but may be disbursed over longer periods if bonuses are significant.

The Contractor will provide retention bonuses to existing staff as a response to workforce shortages and the continued impacts of the COVID-19 pandemic. All staff who work one full quarter through June 2022 receive a retention bonus on the following pay date, as follows:

- October – December: \$400
- January – March: \$500
- April – June: \$600

D. The Contractor shall maintain updated written policies and procedures for the BHRS team staff for both jail and juvenile services.

E. 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.

F. 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](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 #1**  
(COMPENSATION)

Funding for this contract may not exceed \$604,882 and is provided by the North Sound Behavioral Health Administrative Services Organization Jail Services and Behavioral Health Program Funds. The budget for this work is as follows:

*Item	Documentation Required w/ Invoice	Budget
Personnel (5 FTE, including independently licensed clinicians, mental health professionals, and Supervisor.)	Expanded GL report for the period	\$475,000
Cell phones	GL Detail	\$4,368
Staff Recruiting and Retention Costs (includes job postings, sign-on bonuses, subcontracted recruiters, etc.)	GL Detail, paid invoices or receipts	\$10,000
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 ( <a href="http://www.gsa.gov">www.gsa.gov</a> ). 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 ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location. Receipts for meals are not required.	\$7,500
Supplies & Equipment including Electronic Medical Records	Paid invoices & copies of receipts	\$5,200
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$2,000
	<b>Subtotal</b>	<b>\$504,068</b>
**Indirect @ 20%		\$100,814
	<b>TOTAL</b>	<b>\$604,882</b>

\*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 15<sup>th</sup> of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #) to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. 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.
3. 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.**
4. 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.

**“EXHIBIT D”  
WHATCOM COUNTY FLEX FUNDS GUIDELINES**

“Flex funds” are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor’s clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client’s emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

**Allowable Costs:** Allowable uses of client-specific expenditures of flex funds include the following:

- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

**Limitations:** Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client’s individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed \$500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

**Documentation:** Requests for reimbursement of flex funds must include the attached form including the following:

- A. The person or organization funds were paid to.
- B. Date of transaction.
- C. A list of the goods and/or services purchased.
- D. The cost of the goods and/or services purchased.
- E. The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- F. The total amount of flex funds distributed to the client during the year.
- G. The service need addressed by the expenditure.
- H. Accompanying invoices and/or receipts.
- I. Evidence of administrative review of expenditures

**See Attached Form**

Contractor: <b>Lifeline Connections</b>			Contract: <b>Jail Behavioral Health &amp; Re-Entry Services - #202112008</b>			Period:		
<b>Whatcom County Health Department Flex Fund Documentation</b>								
<b>Paid To *</b>	<b>Date</b>	<b>Cost</b>	<b>Goods/Services Purchased</b>	<b>Client ID</b>	<b>Total \$ To Client this Year</b>	<b>Service Need</b>	<b>No Other Funding Available</b>	<b>Administrative Review</b>
<b>* ATTACH RECEIPTS FOR EACH PURCHASE</b>								