WHATCOM COUNTY					WI	Whatcom County Contract Number:				
		CONTRA	ACT INFO	RMATION SHE	ET			20	02302015 – 1	
Originating Department:				85 Health and Community Services						
	ept. Division and Program	)		Response Systems Division						
Contract or Grant Admin		/		Hannah Fisk						
Contractor's / Agency Na	ame:			Lifeline Connections						
Is this a New Contract?		nendment o	r Renewa	val to an Existing Contract? Yes ⊠ No □						
				er WCC 3.08.100 (a)) Original Contract #:				202302015		
Does contract require Council Approval? Yes			No ⊠	☑ If No, include WCC:						
Already approved? Co			(Exclusions see: Whatcom County Codes 3.			6.010, 3.08.090 and 3.08.100)				
Is this a grant agreeme Yes □ No ☑	ent? If yes, granto	r agency co	ntract nu	mber(s):		А	LN#:			
Is this contract grant funded?										
Yes ⊠ No □	If yes, Whato	om County	grant cor	tract number(s):		202309	J19			
Is this contract the result Yes ⊠ No □	ult of a RFP or Bid process  If yes, RFP and Bid n		22-	54		Contract (	Cost		00 (\$80,081 00 (\$101,89	
		1	Yes [	1		CONTON.		12110	σο (φτο 1,00	<u> </u>
Is this agreement exclu		No ⊠	res _							
If YES, indicate exclusion		1/1'	<b></b>				de de de	1		
	ces agreement for certification of the certificatio	ea/iicensea	protessi						emergency	/
	r less than \$100,000.			Contract for Commercial off the shelf items (COTS).						
	r less than 120 days.	`		<ul><li>☐ Work related subcontract less than \$25,000.</li><li>☐ Public Works - Local Agency/Federally Funded FHWA.</li></ul>						
Interlocal Agreeme	nt (between Governments	s).		☐ Public Wo	rks - Local	Agency/Fe	derally	Funde	d FHVVA.	
Contract Amount:(sum o	of original contract amount			val required for; al						
any prior amendments):				nal service contrac				rease gr	reater than \$	10,000 or
\$ 138,642				contract amount, whichever is greater, except when:						
This Amendment Amour	nt:	1.	Exercising an option contained in a contract previously approved by the council.							
\$ 181,977		2.	Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs							
Total Amended Amount:		3.	approved by council in a capital budget appropriation ordinance. Bid or award is for supplies.							
\$ 320,619		4.	Equipment is included in Exhibit "B" of the Budget Ordinance							
AB2024-330 - NS BHAS	O – Integrated Care Netwo			is for manufacture					ntenance of e	electronic
	orized by consent on 5/21/	24 &		and/or technical s				ce from t	the develope	r <b>of</b>
supplemental to follow vo				ry software curren					<u> </u>	
Summary of Scope: Thi	s amendment extends the	contract to	r an addit			budget for t	he exte	ended c	contract peri	od.
Term of Contract:	1 Year			Expiration Date	:	06/30	_			
Onether at Danitia an	Prepared by:	JT					Dat		02/22/2024	
Contract Routing:	2. Health Budget Approval	JS					Dat	:e:	05/29/202	<u>2</u> 4
	Attorney signoff:	Chris	stopher Q	uinn			Dat	e:	6/3/2024	
	4. AS Finance reviewed:	A Ma	artin				Dat	.e:	5/31/24	
	5. IT reviewed (if IT related	):					Dat			
	6. Contractor signed:						Dat	e:		
	7. Executive Contract Revi	ew:					Dat	.e:		·
	8. Council approved (if neo	essary):	AB2024	4			Dat	.e:		
	9. Executive signed:						Dat	.e:		
	10. Original to Council:						Dat	.e:		

202302015 - 1

## WHATCOM COUNTY CONTRACT AMENDMENT SUD Assessments

**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: 03/01/2023 – 06/30/2024 Amendment #1: 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 of this contract for one year, as per the original contract "General Terms, Section 10.2, Extension".
- 2. Amend the original contract "General Terms, Section 37.1, Administration of Contract" and "General Terms, Section 37.2, Notice" to replace the County Contract Administrator's contact information, as follows:

Whatcom County Health and Community Services Hannah Fisk, Program Specialist 509 Girard Street Bellingham, WA 98225 360-820-7212 HFisk@co.whatcom.wa.us

- 3. Amend Exhibit A Scope of Work, to add eligibility for clients referred from the Juvenile Court Administration.
- 4. Amend Exhibit B Compensation, to update invoicing requirements and reflect the budget for the extended contract period. There is a great need in our community for SUD assessments and the need far exceeds the available resources. The budget was updated to reflect a one-time funding increase utilizing Jail Transition Services dollars to increase the SUD assessments available to the community for this funding cycle. Those funds will not continue into the funding cycle.
- 5. Funding for this contract period (07/01/2024 06/30/2025) is not to exceed \$181,977.
- 6. Funding for the total contract period (03/01/2023 06/30/2025) is not to exceed \$320,619.
- 7. All other terms and conditions remain unchanged.
- 8. 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 PROGRA	2ΔM·	
711 TROVAL NO TO TROOM	Date	
DEPARTMENT HEAD APPR		
	Erika Lautenbach, Health and Community Services Director	Date
APPROVAL AS TO FORM:		
	Christopher Quinn, Chief Civil Deputy Prosecutor	Date
FOR THE CONTRACTOR:		
	Andrea Brooks, President & CEO	1
Contractor Signature	Printed Name and Title	Date
FOR WHATCOM COUNTY:		
Satpal Singh Sidhu, County I	Executive Date	

#### **CONTRACTOR INFORMATION:**

Lifeline Connections
PO Box 1678
Vancouver, WA 98661
abrooks@lifelineconnections.org

### EXHIBIT "A" – Amendment #1 (SCOPE OF WORK)

#### I. Background

Research demonstrates that people detained in jails are more susceptible to relapse and overdose upon release from jail. Substance Use Disorder (SUD) assessments and linkages to treatment are effective options to deter the cycle of relapse and readmission to jail. This contract provides funding for the contractor to conduct SUD assessments in jail provide post-assessment treatment coordination as a component of re-entry for people who are releasing from the Whatcom County Jail and Juvenile Detention. The goal of the contract is to provide eligible inmates with smooth transitions to community inpatient or outpatient SUD treatment. In addition, the services will increase access to Medicaid SUD assessments for people referred from the criminal/legal system. These services have broad support from the local Criminal Justice Treatment Account (CJTA) panel and the local Incarceration Prevention and Reduction Task Force (IPRTF).

#### II. Definitions

<u>American Society of Addiction Medicine (ASAM) Criteria</u> – Medical and psychosocial criteria used by SUD professionals to determine individual placement in treatment. ASAM is a standard used in the SUD treatment profession after a diagnosis of SUD is made.

<u>Criminal Justice Treatment Account</u> – A fund designated by state law to treat certain non-violent drug offenders who have a SUD that if not treated, is likely to result in addiction or is already addiction. Eligibility for CJTA is further described in this contract and it includes non-treatment supports.

<u>SUD Professional (SUDP) & SUD Professional Trainee (SUDPT)</u> – These are Washington State credentials for professionals and trainees who specialize in the treatment of substance use disorders.

<u>Diagnostic and Statistical Manual (DSM5)</u> – The standard manual used for the classification of and diagnosis of mental disorders.

<u>Recovery</u> – 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)

Release of Information (ROI) – This is a written form for client consent to share information with other people or entities who are involved with the client's care. ROIs are required by federal regulations such as 42 CFR Part 2 and by Health Insurance and Portability Act (HIPAA) and are designed to protect client confidentiality.

<u>Substance Abuse and Mental Health Administration (SAMHSA)</u> – A federal organization that provides funding, key policy decisions, oversight, data, and information related to substance use and mental health issues and services.

<u>Substance Use Disorder (SUD)</u> – A diagnostic classification in the DSM-5 which combines substance use and addiction into a single disorder (or set of disorders) which is measured along a continuum from mile to severe depending on symptoms.

<u>Washington Administrative Code (WAC)</u> – Regulations are a source of primary law in Washington State. Regulations of executive branch agencies are issued by authority of statutes. The WAC codifies the regulations and arranges them by subject or by agency.

#### III. Statement of Work

The Contractor will:

- A. Respond to calls from community criminal/legal referents including therapeutic court staff, jail behavioral health professionals, Juvenile Court Administration staff, public defenders and corrections staff to conduct assessments for people needing treatment, and prioritize the referrals in the following ways:
  - 1. People releasing from the jail or juvenile detention who are near enough to their release date to enter into an ongoing recovery program.
  - 2. People who have accompanying, ongoing (as opposed to "light touch") case management services provided in the community.
  - People in the criminal/legal system who have already released from jail or juvenile detention.
- B. Conduct assessments in person or by remote means whenever possible, and include a strengths-based biopsychosocial history.
- C. After a SUD assessment is completed, coordinate treatment placement to a SUD or co-occurring disorder inpatient or outpatient facility.
- D. Ensure engagement of each individual with a treatment provider, depending on client need.
- E. Provide approximately 270 SUD assessments per year, accompanied by individual case management services sufficient to ensure treatment coordination.
- F. Arrange an admission date and facilitate the means to arrive to the treatment program on the specified date.
- G. The Contractor may utilize contract funds for transportation after all other transportation fund sources have been exhausted, if needed.
- H. Attend coordination meetings with staff of the existing jail behavioral health provider to ensure communication and coordination of services.

#### IV. Eligibility Criteria

- A. People who are eligible for SUD assessments must meet all of the following criteria:
  - 1. Be currently incarcerated in the Whatcom County Jail or Juvenile Detention; or
  - 2. Be referred by the criminal/legal system (Therapeutic Courts, LEAD, Public Defenders, etc.)
- B. In addition, the following criteria must be met for all referrals:
  - 1. Be Medicaid eligible and exiting the jail with the intention of entering a treatment program;
  - 2. Have a SUD that might result in addiction, or which meets diagnostic criteria for addiction;
  - 3. Be willing to follow the service plan as developed between the SUD Assessor and the person releasing from the jail.

#### V. Program Requirements

The Contractor must be licensed by the State of Washington to provide SUD treatment services and must provide certified Substance Use Disorder Professional (SUDP) or trainees (SUDPT) with 50 hours of supervised experience to conduct assessments and treatment coordination. Staff shall have experience working with the incarcerated population and people with complex health/mental issues.

The Contractor will ensure the following elements of a criminal/legal SUD assessments and treatment coordination program:

- A. Completion of SUD biopsychosocial assessments with diagnosis according to DSM5 and a determination of treatment placement according to ASAM criteria.
- B. Completion of ROIs to communicate with referents and other care providers:
- C. Notes which communicate the diagnosis, treatment placement and final outcomes to referents and clients;
- D. Arrangement of treatment start dates and admission dates;
- E. Facilitation of transportation to residential care, as needed.

#### VI. Reporting Requirements

- A. The Contractor will submit a monthly CJTA Programmatic Treatment Report (PTR) to the State Health Care Authority Secure File Transfer (SFT) system on the 15<sup>th</sup> of the month, following the end of each month in which services were provided, and notify the Contract Administrator by email that the report has been uploaded. Other instructions are discussed in Exhibit D Washington State Health Care Authority Data Use, Security and Confidentiality Requirements.
- B. The Contractor shall communicate to the Contract Administrator about two (2) staff to be designated fill out and upload the PTR to the state's SFT system.
- C. In the same email, the Contractor will report directly to the County on the following:
  - 1. Total Drug Court participant expenditures
  - 2. Total non-Drug Court participant expenditures
  - 3. Number of adult assessments completed
  - 4. Number of juvenile assessments completed

# EXHIBIT "B" – Amendment #1 (COMPENSATION)

I. <u>Budget and Source of Funding</u>: The source of funding for this contract period (07/01/2024 – 06/30/2025) is the Washington State Health Care Authority, Criminal Justice Treatment Account (CJTA) in the amount of \$80,081 and the NS-BHASO Integrated Care Network (ICN) Jail Transitions for \$101,896. The budget for this work is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Personnel (Benefits + Wages)	Expanded GL detail for the period	\$158,743
Transportation (for clients)	GL Detail; paid invoices or receipts	\$1,750
Cell Phone	GL Detail, paid invoices of receipts	\$720
Mileage/Travel/Training	See attachment B.1 (6.c and 6.d)	\$1,267
	SUBTOTAL	\$162,480
**Indirect @ 12%		\$19,497
	TOTAL	\$181,977

<sup>\*</sup> Changes to the line item budget that exceed 10% of the line item amount must be pre-approved in writing by the County.

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

<sup>\*\*</sup> Contractor has elected for a 12% indirect rate instead of their federally approved rate of 30%. Rate applies to Total Direct Costs excluding capital expenditures (buildings, individual items of equipment, alterations and renovations) and subawards.

## 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 15<sup>th</sup> of the month, following the month of service, except for January where the same is due by the 10<sup>th</sup> of the month.
- 5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
- 6. The contractor shall submit the required invoice documentation identified in Exhibit B.
  - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
  - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
  - c. When applicable, mileage will be reimbursed at the current GSA rate (<u>www.gsa.gov</u>). Reimbursement requests for mileage must include:
    - 1. Name of staff member
    - 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 (<u>www.gsa.gov</u>), 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
      - Receipts for registration fees or other documentation of professional training expenses.
      - 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**

	County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Ide 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.
<u>Verif</u>	y 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.
\//hat	teom County will not raimbured for:

#### 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.