

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202106045 – 2

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Opportunity Council

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202106045	

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#:	14.231
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202008014 / 202107011
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):	21-04	Contract Cost Center:	122200 / 122800 / 122300
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

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

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 263,658

This Amendment Amount:

\$ 527,316

Total Amended Amount:

\$ 790,974

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funding for case management and supportive services in association with the Whatcom Homeless Service Center in an effort to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract:	1 Year	Expiration Date:	12/31/2022
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Contract Routing:	1. Prepared by:	JT	Date:	09/07/2021
	2. Health Budget Approval	KR/JG	Date:	11/01/2021
	3. Attorney signoff:	RB	Date:	11/03/2021
	4. AS Finance reviewed:	M Caldwell	Date:	11/2/21
	5. Council Approved (if necessary)	AB2021-683	Date:	
	6. Contractor Program Manager:		Date:	
	7. Contractor Fiscal Representative:		Date:	
	8. Executive Contract Review:		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225

CONTRACT PERIODS:

Original & Amendment #1: 07/01/2021 – 12/31/2021
Amendment #2: 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

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. Amend Exhibit A – Scope of Work, (VI.) to increase program outcomes based on a 1-year contract period.
3. Amend Exhibit B – Compensation, to reflect a 1-year budget for the extended contract period.
4. Funding for the extended contract period (01/01/2022 – 12/31/2022) is not to exceed \$527,316.
5. Funding for the total contract period (07/01/2021 – 12/31/2022) is not to exceed \$790,974.
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: _____
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

_____	Greg Winter, Executive Director	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
Greg_winter@oppc.org

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

I. Background

According to the annual Point In Time Count of homeless persons conducted in January 2021, at least 859 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County's Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under Whatcom Homeless Service Center (WHSC) partnership includes both rental subsidy and housing case management components. WHSC staff determine client eligibility for services and authorize and distribute rent subsidies to local landlords on behalf of participating clients, make referrals for case management to partner agencies, and coordinate required data collection efforts.

Through this contract, Opportunity Council will serve as one of the WHSC partner agencies providing Housing Pool case management and other housing case management services. The purpose of this contract is to provide case management for individuals and families experiencing homelessness or at risk of homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

HMIS	Washington's Homeless Management Information System Database
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access, (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom county and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The Contractor will provide housing case management services. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include:

1. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
 - a. Tenant counseling;
 - b. Assisting individuals and households with understanding leases;
 - c. Securing utilities;
 - d. Making moving arrangements;
 - e. Representative payee services concerning rent and utilities;
 - f. Mediation and outreach to property owners related to locating or retaining housing;
 - g. Monitoring and evaluating household progress;
 - h. Assuring that household rights are protected;
 - i. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
2. Intake and Referral – People who present to Opportunity Council's Community Resource Center in a housing crisis will receive a low barrier, problem-solving conversation with an Intake and Referral Specialist. Those Housing intake services

provided to collect client information and assess eligibility for housing programs. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

3. Housing Pool (HP) – HP case management services are designed to make persons who are homeless or at imminent risk of homelessness aware of available programs and provide them with a point of access to housing services. HP case management provides supportive services designed to assist people waiting for housing to be able to move rapidly into permanent housing by helping clients stabilize, identify barriers to housing, and engage in activities required to remove those barriers. HP case management diverts people from entering the homeless shelter system whenever possible.
4. Diversion – Diversion can be the first response to resolving an episode of homelessness by focusing on re-housing a family without their entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household's own strengths and resources. Services are tailored to meet each family's most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding).
5. Deposit Assistance - Single adults experiencing homelessness will be assisted with deposit/move-in assistance when they have found housing on their own. This light touch case management will serve people awaiting assistance on the Housing Pool, attending Housing Lab, or applying for assistance through the Community Resource Center. Without the facilitated move-in assistance with case management, the result can be long term homelessness leading to deterioration of health and overall well-being of these individuals.
6. Interim Housing – Emergency shelter and supportive services to homeless families with minor children in their custody is prioritized for those in the most desperate situations. With the onset of the COVID pandemic there has been increasing demand for shelter services in motels stays and in short-term housing offered by Interfaith Coalition. Case management focuses on ensuring basic needs are met and development of a plan to obtain and maintain permanent housing.
7. Rapid Re-housing – These services focus on family homelessness and prioritize those living in shelters, motels, vehicles, or are unsheltered. Rapid Rehousing is an intervention proven to end family homelessness. Case management adhering to a progressive engagement approach and short to medium term rental subsidies for families experiencing homelessness are offered to meet the needs of families to enable them to achieve housing stability.
8. Permanent Supportive Housing – Households served with permanent supportive housing have a history of chronic homelessness or have a combination of high barriers often including mental health, active or history of addiction, and medical, developmental and physical disabilities. Long-term housing retention and personal wellness is supported through a Housing-First model, employing a harm reduction and person-centered approach.
9. Households living in units owned or master-leased by the Opportunity Council.

IV. Program Outcomes

During this contract period (01/01/2022 – 12/31/2022), the housing case management services provided by the Contractor will deliver the following outcomes:

1. At least 90 households will receive HP case management.
2. Total number of households in motels that received short-term housing case management (no specific target)
3. At least 40 families with children will receive diversion case management.
4. At least 14 households in PSH will receive case management.
5. At least 12 households receiving Skagit HOME TBRA rental assistance will receive case management.
6. At least 40 households will receive case management funded with Emergency Solutions COVID-19 Grant (ESG-CV) while in motels for emergency shelter; 20 of these households will transition from motel-based emergency shelter to permanent housing. Households must meet eligibility criteria of the ESG-CV.
7. Median number of days in case management prior to being housed will be 75.

8. Mean number of days in case management prior to being housed will be 90.
9. At least 85% of families that reached a 12-month period of time since exiting the Ending Family Homelessness Project or Rapid ReHousing case management will have retained stable housing.
10. Of the households in PSH, at least 90% will be stably housed (including exits from PSH to permanent housing).
11. At least 40 WCHD funded case management households (from ES, Diversion, EFH, Housing Pool, TBRA RRH or unstably housed, and EFH) will achieve housing stability.
12. At least 30 households will be housed from the Housing Pool with deposit/move-in assistance (this is contingent upon availability of rental assistance and referrals).
13. At least 20 unduplicated households will be stably housed with EFH RRH while receiving case management.
14. At least 45 unduplicated households will receive assistance funded through and eligible for the ESG-CV.

V. Additional Requirements

The Contractor will:

1. Comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit D.
2. Comply with all State of Washington Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the CHG Guidelines including periodic updates to the Guidelines which can be accessed at the following link: <https://deptofcommerce.app.box.com/s/4d1ilui45uqjlmhlseufez4flxqv1q6b>
 - a. Commit to ending homelessness in Whatcom County, per the CHG Guidelines, by:
 1. Prioritizing unsheltered homeless households for services.
 2. Assessing each household's needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 3. Employing a progressive engagement service model.
 4. Prioritizing households likely to become homeless when using prevention rental assistance.
 - b. Ensure that all costs incurred comply with CHG Guidelines.
 - c. Commit to reporting complete quality data that is timely, truthful and accurate (per CHG Guidelines and HMIS User Agreement).
 - d. Consequences of non-compliance with CHG Guidelines, as per the Department of Commerce, include:
 1. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
 2. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
 3. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.
3. Comply with relevant State of Washington Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines, which can be accessed at the following links:

<https://www.commerce.wa.gov/wp-content/uploads/2020/06/Commerce-ESG-CV-Overview-.pdf> and

<http://www.commerce.wa.gov/wp-content/uploads/2016/10/hau-esg-guidelines-2017-2019.pdf>

4. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services – including deposits, rental payments, and completed home visits.
5. Comply with the following HIP referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program, a situation that should be rare, the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HIP.
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - c. The course of action mutually agree to at the case conference will be recorded in writing, constituting a binding agreement.
 - d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
6. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
 - b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
 - d. Informing prospective tenants that they need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 - e. In scattered sites, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address the issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers with free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated, whenever requested.
 - f. Documenting in each client file that these expectations were communicated to the client/tenant.
7. Require professional development training for direct service staff and supervisors.
8. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
9. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

1. The Contractor shall submit quarterly reports* to the WCHD utilizing HMIS data by using the quarterly reporting template accessed on the County website, as noted below. Reports will demonstrate the Contractor's progress toward achieving the program outcomes identified above. Quarterly reports are due on April 15, July 15, October 15, and January 15.

*Contractors will be notified via email of updates to quarterly reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<https://www.whatcomcounty.us/DocumentCenter/View/36907/Case-Management-Report>

2. Reports will include data for only those clients served under this contract and include:
 - a. Number of households that received HP case management this quarter.

- b. Number of households that received short-term housing (excluding motels and transitional housing) case management this quarter (carry-over in Q1, new thereafter).
- c. Number of households that received short-term housing case management this quarter in motels (carry-over in Q1, new thereafter).
- d. Number of FWC that received diversion case management this quarter (carry-over in Q1, new thereafter).
- e. Total number of households in PSH that received case management during the quarter (carry-over in Q1, new thereafter).
- f. Number of households that received Skagit HOME TBRA served with case management this quarter.
- g. Median number of days in case management prior to being housed this quarter.
- h. Mean number of days in case management prior to being housed.
- i. For families that reached a 12-month period of time in the quarter since exiting the Ending Family Homelessness Project or RRH case management, the % that retained stable housing for those 12 months.
- j. Of the households that were in PSH at the beginning of the quarter, the % that remained housed at the end of the quarter. Exists to stable housing are included in housing retention.
- k. Number of WCHD funded case managed households (from ES, Diversion, EFH, HP, TBRA RRH or unstably housed) that achieved housing stability this quarter.
- l. Number of households directly from the HP with deposit/move-in assistance (contingent upon rent assistance and referrals).
- m. Unduplicated number of households that become stably housed with EFH RRH that received case management during this quarter.
- n. Unduplicated number of households that received assistance funded thorough and eligible for, ESG-CV.

Additionally, projects falling under specific intervention types and funded by the CHG will be expected to meet or make progress toward the System-wide Performance Measures and benchmarks, as required by the Washington State Department of Commerce. System-wide performance measures and benchmarks specific to intervention type (HMIS project type) are provided on the CHG System Performance Measures Chart, located at: <http://whatcomcounty.us/910/Housing-Program>.

Changes to the CHG System-Wide Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted prevention performance measures are exempted from the 'Consequences of Non-Compliance' stated above in Section V.(1)(d.) as per Commerce, wherein 'Grantee' refers to the County being the CHG recipient.

VII. Flex Funding

Flex funds must follow the Guidelines established by the County and be reported on the spreadsheet provided by the County (Exhibit D) and signed by an authorized agency signatory. In addition, all flex funds must be accompanied by receipts.

Exhibit B – Amendment #2
(COMPENSATION)

- I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$527,316, is local document recording fees, and the Washington State Department of Commerce Consolidated Homeless and Emergency Solutions COVID-19 Grants (CFDA 14.231). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

Cost Description*	Documents Required with Invoices	Budget
Document Recording Fee (DRF) Funding:		
Personnel – (salary, taxes, benefits): Housing Case Managers Case Management Coordinator Homeless Housing Programs Manager Information & Referral Specialist	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$372,009
Communications (does not include system upgrades or capital costs)	GL Detail	\$2,100
Printing & Duplicating		\$1,500
Office Equipment & Supplies		\$2,000
Postage		\$250
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel	\$3,000
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location.	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, brief description of the purpose. Receipts for registration fees or other documentation of professional training expenses. Receipts for meals are not required.	\$2,500
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$1,000
DRF Direct Costs Subtotal		\$384,359
DRF Indirect** @ 12%		\$46,123
Consolidated Homeless Grant (CHG) Funding:		
Personnel – (salary, taxes, benefits): Case management and support staff	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$56,071
Personnel – (CHG PSH FWC) Case management services for families with children in permanent supportive housing		\$2,352
CHG Direct Costs Subtotal		\$58,423
CHG Indirect** @ 12%		\$7,011
Emergency Solutions – CV (ESG-CV) Grant Funding		
Personnel – (salary, taxes, benefits): Case Managers (.3 FTE – services delivered to ESG-CV eligible clients only)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$28,037
ESG-CV Indirect** @ 7%		\$1,962
DRF Indirect** (in excess of 7% for ESG-CV costs) @ 5%		\$1,401
TOTAL BUDGET		\$527,316

*Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

**Indirect costs shall not exceed the current federally approved rate.

II. 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 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 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.