		CO		M COUNTY DRMATION SHE	ET		Wh		County Contra 202412008 – 2	
Originating Department:				85 Health and (Communit	y Service	es			
Division/Program: (i.e. D	ept. Divisioi	n and Program)		8550 Human Services / 855040 Housing						
Contract or Grant Admin	istrator:			Ashley Geleynse						
Contractor's / Agency Na	ame:			Lydia Place						
Is this a New Contract?		ot, is this an Amendn							Yes 🖂	No 🗆
		mendment or Rene	· u			ontract 7	7:	Ż	202412008	3
Does contract require (No 🗆	If No, include						
Already approved? Co	uncii Appro	ved Date:		(Exclusions see: V	Vhatcom Cou	unty Codes	<u>s 3.06.010, 3</u>	.08.090	and 3.08.10	<u>(0</u>
Is this a grant agreeme Yes No Is this contract grant fur		If yes, grantor ager	ncy contract nu	mber(s):			ALN#:			
Yes 🛛 No 🗆		If yes, Whatcom C	ounty grant cor	ntract number(s):		2023	07017			
Method of Procuremen		RFP 24-42			Contract	Cost Ce	enter:	1852	1002.6610)
Is this agreement exclu	ided from E	-Verify? No	🖂 🛛 Yes 🗆]						
If YES, indicate exclusion	n(s) helow:									
		nent for certified/lice	ensed professi	onal 🗆 Goo	ds and se	nvices nr	ovided du	e to ar	n emergen	CV
Contract work is for										cy.
Contract work is for			 Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. 							
□ Interlocal Agreeme			Public Works - Local Agency/Federally Funded FHWA.							
¥	`	1	-							
Contract Amount:(sum o any prior amendments): \$ 244,376	t original co	ntract amount and	and professio 10% of contra	oval required for; all nal service contract oct amount, whiche	amendme /er is greate	nts that h er, excep	ave an incr it when<i>:</i>	ease g	reater than	\$10,000 or
This Amendment Amour	nt:		1. Exercising an option contained in a contract previously approved by the council.							
\$ 436,352			2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs							
Total Amended Amount:			approved by council in a capital budget appropriation ordinance.3. Bid or award is for supplies.							
\$ 680,728			 Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 							
φ 000,120			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							
			proprieta	ary software current					•	
Summary of Scope: This	s amendme	ent extends the contr	act for one yea	r						
Contract Term Ends:	06/30/202									
	1. Prepare	-	J. Thomson				Date):	04/28/20	25
Contract Routing:		udget Approval	PL/CR				Date):	05/30/20	025
	3. Attorney		Christopher Qu	inn			Date		05/30/20	
		nce reviewed:	Bbennett				Date		06/11/20	25
		ved (if IT related):					Date			
	6. Contrac						Date			
	7. Executiv	e Contract Review:					Date):		
	8. Council	approved (if necessary	/): AB202	5-463			Date):		
	9. Executiv						Date):		
	10. Origina	I to Council:					Date):		

Whatcom County Contract Number:

202412008 - 2

WHATCOM COUNTY CONTRACT AMENDMENT EMERGENCY SHELTER

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

AND CONTRACTOR: Lydia Place PO Box 28487 Bellingham, WA 98228

CONTRACT PERIODS: Original: 01/01/2025 - 06/30/2025 Amendment #1: 03/01/2025 - 06/30/2025 Amendment #2: 07/01/2025 - 06/30/2026

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 and conditions of this contract for one year, per Section 10.2 of the original contract. The cumulative term of this contract may not extend beyond 12/31/2028.
- 2. Amend Exhibit A Scope of Work, to reorganize and update the following:
 - Background Statement (Section I.)
 - Statement of Work (Section III.) to reduce the number of families sheltered in motels from 50 to 35. Lydia
 Place uses hotel for emergency shelter when a household is enrolled in one of their permanent housing
 programs and temporary shelter is needed while waiting for their unit or searching for housing.
 Enrollments for rapid re-housing have slowed due to people needing support for longer periods of time, as
 rising rent costs continue. The Housing Authority's pause on vouchers has had a tremendous impact o
 the number of households served, as many of the households need a permanent subsidy in order to
 successfully exit the program.
 - Program (Section IV.) and Additional (Section V.) Requirements to reorganize and add eligibility criteria and program framework and training requirements.
 - Program Outputs and Outcomes (Section V.)
 - Reporting Requirements (Section VI.)
- 3. Amend Exhibit B Compensation, to reflect the budget for the extended, one-year contract period.
- 4. Replace Exhibit D Flex Fund Guidelines with the current version of the guidelines.
- 5. Funding for this contract period (07/01/2025 06/30/2026) is not to exceed \$436,352.
- 6. Funding for the total contract period (01/01/2025 06/30/2026) is not to exceed \$680,728.
- 7. All other terms and conditions remain unchanged.
- 8. The effective start date of the amendment is 07/01/2025.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM:		
Ann Beck, Co	ommunity Health and Human Services Manager	Date
DEPARTMENT HEAD APPROVAL:		
	Ramont, Interim Director County Health and Community Services	Date
APPROVAL AS TO FORM:		
Christopher Quin	n, Chief Civil Deputy Prosecutor	Date
FOR THE CONTRACTOR:		
	Ashley Thomasson, Executive Director	I
Contractor Signature	Printed Name and Title	Date
FOR WHATCOM COUNTY:		
Satpal Singh Sidhu, County Executive	Date	
CONTRACTOR INFORMATION:		
Lydia Place PO Box 28487 Pollingham WA 08228		

Bellingham, WA 98228 AshleyT@lydiaplace.org

I. Background

Lydia Place partners with hotel operators in Whatcom County to provide families with children who would otherwise be experiencing unsheltered homelessness with emergency shelter stays. While families are sheltered in hotels, case management services are provided to support families in their search for permanent, stable housing. This funding will support approximately 99% of Lydia Place's emergency shelter program.

According to the annual Point in Time Count of homeless persons conducted in January 2024, at least 671 households in Whatcom County were experiencing homelessness (including 243 that were unsheltered). Of those households, 11% were families with children. 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 in the form of emergency shelter and case management are key components of the plan.

The source of funding for this contract is the Consolidated Homeless Grant. The budget includes personnel, hotel room stays, and other program-specific costs essential to operating an emergency shelter program in partnership with hotels. The Consolidated Homeless Grant may be used to for continuous-stay emergency shelter operations, which includes hotels/motels as emergency shelter.

II. <u>Definitions</u>

Coordinated Entry	A coordinated entry system assesses households in need of housing services to determine each household's urgency of need as well as the intervention type that would be most appropriate. The coordinated entry system refers households from the Housing Pool to fill project vacancies as they occur. The system links individual households with partner agencies who provide direct services for those clients.
Housing Pool (HP)	Registry of clients who are eligible and waiting for housing services. This registry is drawn upon to issue referrals for housing programs based on client needs and available resources instead of a first come, first served basis.
Overnight Emergency Shelter	Short-term, temporary housing for people experiencing homelessness (drop-in night-by-night or continuous stay). May serve general population of adults or a specific subpopulation(s).
Homeless Management Information System (HMIS)	HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness.

III. Statement of Work

Lydia Place will receive referrals from the Coordinated Entry Housing Pool upon having an opening in one of their housing programs. Unsheltered families with children who are enrolled, or soon to be enrolled in one of Lydia Place's housing programs, will be assigned a case manager and sheltered in hotels on an as-needed basis. Case management is typically funded by the program the household is enrolled in; however, the partial case management position funded by this contract will a fill a gap in Lydia Place's Bellingham Housing Authority Supportive Services program, where pre-housing activities are not fully funded by that grant. Up to 35 families with children will be sheltered in motels annually.

The Contractor will be responsible for fulfilling the following obligations to support the program's objectives of providing basic needs and improving health and wellbeing for program participants while also ensuring positive community relations:

- a. Maintain safety and security of all staff and participants in collaboration with hotel staff.
- b. Maintain intake documentation of all participants that utilize hotels as shelter.
- c. Clearly communicate and document participant signed intake agreements that describe program rules and regulations.

- d. Provide private and confidential meeting spaces for program participants to have one on one check in's with internal and external case management supports.
- e. Proactively establish positive relationships with hotels and respond to complaints promptly and professionally. Establish and maintain a policy that outlines expectations of good neighbor behaviors.
- f. Use harm reduction and client centering practice in engagement with guests.
- g. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking.
- h. Support participants through creative, resourceful strategies that build trust and confidence.
- i. Provide immediate assistance and support during times of crisis to prevent program exits, initiates action as required, including contact with emergency response systems.
- j. Engagement with guests in recreational and social activities to reduce isolation and promote integration.

IV. Program Requirements

A. Eligibility criteria and population served:

The Contractor will serve families with children experiencing homelessness that are at or below 80% of the area median income.

- B. <u>CE and HMIS participation</u>:
 - 1. The Contractor will comply with the Housing Pool (HP) referral procedures as described in the Whatcom County Coordinated Entry Partnership Roles and Responsibilities Memorandum of Agreement: https://www.whatcomcounty.us/DocumentCenter/View/88148/MOA-for-CE-Partners-5724
 - 2. The Contractor will enroll all program participants in HMIS.
 - 3. The Contractor will comply with Washington State Department of Commerce's Homeless Management Information System (HMIS) "Agency Partner Agreement," data collection, and recording requirements.
 - 4. The Contractor will coordinate activation and changes to their HMIS programs with the Whatcom County HMIS Lead.

C. Consolidated Homeless Grant compliance:

- 1. The Contractor will comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit G.
- 2. The Contractor will 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://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/
 - a. The County will notify subgrantees via email when updated guidelines are published.
 - b. COMMERCE and the State of Washington are not liable for damages arising from Subcontractor's performance of this contract.
- D. Program framework and training:

Staff should employ best practices for emergency shelter and case management in their work with program participants. Staff should be trained in the below skills and frameworks within 6 months of hire or execution of the contract:

- 1. Trauma Informed Care
- 2. Cultural Competency (touch on specifics of population served in program)
- 3. Motivational Interviewing
- 4. Mental Health First Aid
- 5. Basic First Aid and CPR
- 6. Behavioral Health and Substance Use Disorders
- 7. De-escalation and Crisis Intervention

- 8. Racial Equity
- 9. LGTBTQ+ Competency
- 10. Supporting Survivors of Domestic Violence
- 11. Fair Housing
- 12. Housing First
- 13. Rapid Rehousing
- 14. Progressive Engagement and Problem-solving
- 15. CE Policies and Procedures

V. Additional Requirements

A. Grievances:

Ensure that program participants and applicants understand their rights to file grievances with Whatcom County Health and Community Services and Lydia Place and are provided full access to a grievance filing process. Grievance policies must be submitted to Whatcom County Health and Community Services Department at program onset and whenever updated.

B. Program monitoring:

The Contractor should anticipate being monitored by Whatcom County to ensure that services and funds are being offered as described in the statement of work and program requirements. Monitoring will typically include but is not limited to a self-assessment; a review of the program's policy/procedures manual, job descriptions, conflict of interest policies, fiscal control policies and procedures, and staff list; and an on-site file review. Programs that are out of compliance will be required to complete activities in a corrective action plan. Whatcom County reserves the right to additional monitoring as described in section 33.1.

C. Incident reporting:

The Contractor will submit incident reports to Whatcom County Health and Community Services within three business days of occurrence. Incidents include: property damage over \$3,000, participant fatality, participant or staff serious injury, and when imminent threats of harm occur. A template is available in Exhibit E, but an agency Incident Report maybe be submitted alternatively.

D. Recapturing unspent funds:

The Contract Administrator will review the program's spenddown at the halfway mark and three quarters of the way through the contract to ensure that the funds are being spent down at an appropriate rate. If the program is significantly underspending, the Contract Administrator may recommend recapturing funds that are not expected to be spent so they may be reallocated to other programs. Additionally, should the contractor identify that they will be unable to spend down their full amount, they should reach out to Whatcom County at their earliest convenience to amend the contract.

E. Severe weather and smoke planning:

Within one month of contract execution and following with annual updates, the contractor shall submit to Whatcom County a severe weather and smoke plan. A simple template is available in Exhibit F, but a more thorough version may be submitted as an alternative.

F. Interpretation services:

Where a staff member is not available to provide information to a head of household in a language known to the participant, the contractor will make interpretation services available to the participant for meetings and discussions on program eligibility and program services, as applicable.

VI. Program Outputs and Outcomes

A. Outputs

- 1. At least 2,750 unit-nights will be supported by the program.
- 2. At least 70% of occupants will engage in case management services (defined as at least two meetings over the course of the last month).

- B. Outcomes
 - 1. 90% of HHs will exit to permanent housing.
 - 2. Median length of stay for all households who exit will be 100 days or less.
 - 3. Outcomes across racial and ethnic demographics should not be significantly less than the overall rate.

VII. <u>Reporting Requirements</u>

- A. Quarterly reports are due 15 days following the quarter end: April 15th, July 15th, October 15th, and January 15th. The reporting templates will be provided by email. Reporting templates may be updated from time to time with advanced notice.
- B. Emergency shelter hotel/motel (with referral) reporting requirements during last quarter, and year to date:
 - 1. Number of unit-nights (cumulative number of nights that individual motel rooms were rented).
 - 2. Number of HHs who spent one or more nights in motel.
 - 3. Percent of households engaged in case management services on the last day of reporting period.
 - 4. Median length of stay for households who exited during the reporting period.
 - 5. Percent positive exits among people who exited.
 - 6. Where applicable, when contractor is not meeting output and outcomes goals: Narrative description of challenges associated with meeting goals.
- C. Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner, and make information available regarding motel census, length of stay, previous discharge dates and destinations, and household progress when requested.

VIII. 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)

Budget and Source of Funding: The source of funding for this contract period (7/1/2025 – 6/30/2026), in an amount not to exceed \$436,352, is provided by the Washington State Department of Commerce Consolidated Homeless Grant. The budget for this contract is as follows:

¹ Cost Description	Documents Required with Each Invoice		Budget
Consolidated Homeless Grant			
Personnel <i>(salary, taxes, benefits):</i> Person 1 – Coordinator (.15 FTE) Person 2 – Case Manager (1 FTE) Person 3 – Program Manager (.05 FTE)	Expanded GL report for the period		\$20,684
Hotel Room Rentals (including minor repairs, damages, and cleaning fees)	 GL Detail Client unique ID Copies of paid invoices or receipts 		\$370,000
Staff Mileage @ GSA Rate	See Exhibit B 1. (6.c)		\$500
Translation/Interpretation Services	Copies of paid invoices		\$500
Flex Funds	Flex fund spreadsheet and copies of receipts		\$5,000
		Subtotal CHG EHF	\$396,684
Indirect at 10%			\$39,668
		TOTAL	\$436,352

¹ All costs must be direct costs attributable to this program and time records must be available that support time worked on the program.

Contractor's Invoicing Contact Information:							
Name	Tim O'Donnell						
Phone	360-671-7663						
Email	timo@lydiaplace.org						

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

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% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
- 2. When applicable, indirect costs and fringe benefit cost rates 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: <u>HL-BusinessOffice@co.whatcom.wa.us</u> and <u>AGeleyns@co.whatcom.wa.us</u>
- 4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
- 5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
- 6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (<u>www.gsa.gov</u>). Reimbursement requests for mileage must include:
 - 1. Name of staff member
 - 2. Date of travel
 - 3. Starting address (including zip code) and ending address (including zip code)
 - 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 - 1. Lodging and meal costs for training are not to exceed the current GSA rate (<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
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are <u>not</u> 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.

- 11. Submitted invoices must include a cover sheet with the following information, dated and signed:
 - The statement, "I certify that the materials have been furnished, the services rendered, or the labor performed as described in this invoice."

			Amt invoiced by contract month												
Item	Amt awarded	1	2	3	4	5	6	7	8	9	10	11	12	Percent spent	Total remaining
Item1															
Item2															
Item3															
Total															

• Monthly spenddown report showing:

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

	Send the invoices to the correct address:
	HL-BusinessOffice@co.whatcom.wa.us and AGeleyns@co.whatcom.wa.us
	Submit invoices monthly, or as otherwise indicated in your contract.
Verif	y that:
	invoices include the following statement with an authorized signature and date: I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
	the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
	invoice items have not been previously billed or paid, given the time period for which services were performed;
	enough money remains on the contract and any amendments to pay the invoice;
	the invoice is organized by task and budget line item as shown in Exhibit B;
	the Overhead or Indirect Rate costs match the most current approved rate sheet;
	the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
	personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
	back-up documentation matches what is required as stated in Exhibit B and B.1;
	contract number is referenced on the invoice;
	any pre-authorizations or relevant communication with the County Contract Administrator is included; and
	Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

<u>"EXHIBIT D" – Amendment #2</u> 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 and must be documented in the client's file.

Allowable Costs:

- Clothing
- Food/pet food
- Housing/rental assistance, including utilities
- Non-recurring or short-term moving costs, including but not limited to application fees, background checks, security deposits, storage unit rental, and professional movers
- Transportation, including bus passes, taxi fare, ride share, registration, insurance, tires, repairs/maintenance
- Critical documents, including driver's permits, testing fees, and licenses, ID cards, birth certificates, student records, etc.
- Educational or vocational training program fees, equipment, and supplies
- Household supplies and essential furniture
- Non-recurring or short-term health care, including co-pays, prescriptions, medical equipment, eyeglasses, and wheelchairs
- Other, as approved by Whatcom County

Limitations: Flex fund expenditures must be within the allowable criteria of the funding source in addition to the criteria established by the County, as identified above, and must have no other funding available from any other source. Use of flex funds must be documented in the client's file.

Flex funds distributed to any one client cannot exceed \$1,000 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. Flex funds may not be used to purchase retailer or merchant gift cards, vouchers, or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol, tobacco, or cannabis products.

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:			Contract:			Period:		
		Whatcom	n County Health and Co	mmunity Servio	ces Flex Fund D	ocumentation		
Paid To * Dat		Cost	Goods/Services Purchased	Client ID	Total \$ To Client this Year	No Other Funding Service Need Available		Administrative Review
* ATTACH RECEIPTS FOR E								