

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202106042 – 4

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Lydia Place

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 #:	202106042	

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?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	

Is this contract grant funded?		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	

Is this contract the result of a RFP or Bid process?			122200 / 122300 /
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	21-04	Contract Cost Center: 124112

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"/> Goods and services provided due to an emergency. |
| <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 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:
\$ 977,996	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
\$ 75,000	3. Bid or award is for supplies.
Total Amended Amount:	4. Equipment is included in Exhibit "B" of the Budget Ordinance
\$ 1,052,996	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 services in association with the Whatcom Homeless Service Center in an effort to improve housing stability and reduce homelessness in Whatcom County. This amendment adds \$75,000 in behavioral health program funds to support onsite behavioral health support services to residents and consultation with staff from a Behavioral Health Professional.

Term of Contract:	1 Year	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	02/14/2023
	2. Health Budget Approval	KR/JG	Date:	03/15/2023
	3. Attorney signoff:	RB	Date:	03/15/2023
	4. AS Finance reviewed:	A. Martin	Date:	03/21/2023
	5. Contractor signed:		Date:	
	6. Executive Contract Review:		Date:	
	7. Council approved (if necessary):	AB2023-218	Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

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:	07/01/2021 – 12/31/2021	Amendment #3:	01/01/2023 – 12/31/2023
Amendment #1:	07/01/2021 – 12/31/2021	Amendment #4:	04/01/2023 – 12/31/2023
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. Amend Exhibit A – Scope of Work, to add requirements for onsite behavioral health services for residents and consultation with staff from a Behavioral Health Professional.
2. Amend Exhibit B – Compensation, to increase funding by \$75,000 in behavioral health program funding to support onsite behavioral health services for residents and consultation with staff from a Behavioral Health Professional.
3. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$452,157.
4. Funding for the total contract period (07/01/2021 – 12/31/2023) is not to exceed \$1,052,996.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 04/01/2023.

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

APPROVAL AS TO PROGRAM: _____
Christopher D'Onofrio, Housing and Homeless Services Supervisor Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Ashley Thomasson, Executive Director		
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Lydia Place
PO Box 28487
Bellingham, WA 98228
ashleyt@lydiaplace.org

EXHIBIT "A" – Amendment #4
(SCOPE OF WORK)

I. Background

According to the annual Point In Time Count of homeless persons conducted in January 2022, at least 832 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 includes both rental subsidy and housing case management components. Through this contract, Lydia Place will serve as one of the WHSC's partner agencies providing housing case management. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts.

The purpose of this contract is to provide case management and other necessary behavioral health support for individuals and families experiencing homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

Housing Interest Pool (HP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington's Homeless Management Information System Database
Permanent Supportive Housing (PHS)	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
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:

- A. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
 - 1. Tenant counseling;
 - 2. Assisting individuals and households with understanding leases;
 - 3. Securing utilities;
 - 4. Making moving arrangements;
 - 5. Representative payee services concerning rent and utilities;
 - 6. Mediation and outreach to property owners related to locating or retaining housing.
 - 7. Clinical support for behavioral health disorders.
- B. Monitoring and evaluating household progress;

- C. Assuring that household rights are protected;
- D. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- E. Provide onsite behavioral health services by a Behavioral Health Professional for residents. This position will also provide behavioral health consultation services for staff. Behavioral health services to be provided by this position may include:
 - 1. Screening residents to determine behavioral health needs.
 - 2. Screening potential resident behavioral health needs as they relate to housing placement and stability.
 - 3. Conducting assessments for residents of behavioral health issues, including mental health and substance use history for residents who are not engaged with a mental health or substance use disorder treatment provider.
 - 4. Developing client files and charting all provider contacts of residents engaged in formal behavioral health services.
 - 5. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with behavioral health staff.
 - 6. Providing treatment and case management activities.
 - 7. Coordinating ongoing care with other professionals.
 - 8. Providing for an after-hours response system in the event of an emergency.
 - 9. Following relevant state statutes for provision of mental health treatment.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Eligible individuals and households served shall have income at or below 60% Area Median Income (AMI). Additional eligibility requirements will be determined by the funding source used for case management.

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

- A. Four (4) households will receive CM during the year while unsheltered.
- B. Four (4) individuals will receive CM during the year while unsheltered.
- C. Thirty-eight (38) households will receive CM during the year while in emergency/temporary housing.
- D. Ninety-four (94) individuals will receive CM during the year while in emergency/temporary housing.
- E. Eighteen (18) households will receive CM during the year in PSH.
- F. Forty-four (44) households will receive CM during the year in RRH.
- G. Thirty-eight (38) unduplicated, new households will receive CM during the year.
- H. Ninety-five (95) unduplicated total individuals will receive CM during the year.
- I. The average length of time receiving CM while homeless prior to permanent housing will be 80 days.
- J. The median length of time receiving CM while homeless prior to permanent housing will be 65 days.
- K. Fifty (50) households receiving CM will be stably housed for at least 6 months.
- L. Forty-five (45) case managed households will be stably housed for at least 12 months.
- M. Zero (0) households receiving case management will exit to homelessness.
- N. Twenty (20) households will achieve stable housing while receiving case management.

V. Additional Requirements

The Contractor will:

- A. Comply with:
 1. Special Terms & 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/4d1ilui45uqljmhseufez4flxqv1q6b>
- B. Commit to ending homelessness in Whatcom County, by:
 1. Assessing each household's needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 2. Employing a progressive engagement service model.
 3. Prioritizing households likely to become homeless when using prevention rental assistance.
- C. Ensure that all costs incurred comply with funding guidelines.
- D. Commit to reporting complete quality data that is timely, truthful and accurate (per funding guidelines and HMIS Partner Agreement <http://www.commerce.wa.gov/wp-content/uploads/2018/06/hau-hmis-agency-partner-agreement-2018.pdf>).
- E. Consequences of non-compliance with 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.
- F. 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.
- G. Comply with the following Housing Pool (HP) referral procedure. When Contractor staff believes a referral from the HP is not a good fit for their program, a situation that should be rare, the following procedure must be followed:
 1. Contractor will submit a written description of the situation that justifies returning the client to the HP.
 2. 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 HP case management services coordinator (or designee).
 3. The course of action mutually agree to at the case conference will be recorded in writing, constituting a binding agreement.
 4. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
- H. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:

1. 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.
2. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
3. 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.
4. 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.
5. Documenting in each client file that these expectations were communicated to the client/tenant.
6. Requiring professional development training for direct service staff and supervisors.
7. Attending Whatcom County Coalition to End Homelessness meetings and sponsored activities.
8. Attending meetings and events coordinated by WHSC.

VI. Reporting Requirements

Current quarterly reporting templates for case management services may be accessed at:

<https://www.whatcomcounty.us/DocumentCenter/View/69108/Case-Management-Contract-Quarterly-Report-Template-Fillable-8-22>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due on April 15th, July 15th, October 15th, and January 15th.

Reports will include:

- A. Total number of unduplicated households that received case management services during the quarter.
- B. Number of unduplicated households that received case management in the following categories: while staying in shelter/interim housing, in rapid re-housing program, in permanent supportive housing or housed with a voucher, prevention, or services only.
- C. Average length of time homeless for households that were housed during the quarter.
- D. Total number of households that exited the facility and the living situation they exited to.

Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter. 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.

Exhibit B – Amendment #4
(COMPENSATION)

I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$452,157, is local document recording fees, behavioral health funds, and the Washington State Department of Commerce Consolidated Homeless Grant. 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		Budget
Behavioral Health Funding		
1 FTE Behavioral Health Position	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$68,182
	** Indirect (10%)	\$6,818
Behavioral Health Fund Subtotal		\$75,000
Document Recording Fee Funding		
Personnel wages + benefits (case managers and supervisors)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$173,727
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
Direct Service Staff Travel/Training	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. 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. Receipts for meals are not required.	\$1,000
Program Specific Occupancy Costs	GL Detail; invoices or receipts	\$8,000
Program Specific Supplies & Postage		\$2,000
Program Specific Utilities & Phone		\$2,000
Professional Services		\$3,000
Subtotal		\$192,727
	**Indirect (10%)	\$19,272
Document Recording Fee Subtotal		\$211,999
***Consolidated Homeless Grant (PSH for Chronically Homeless FWCs) January – June 2023 ONLY		
Rental Assistance for Families with Children in PSH	For Rental Assistance – itemize payee for-profit/non-profit status. Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment.	\$10,000
Case Management for Families with Children in PSH	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$26,507
Subtotal		\$36,507
	**Indirect (10%)	\$3,651
CHG PSH CH FWC Subtotal		\$40,158

Consolidated Homeless Grant (January – June 2023 ONLY)		
Personnel wages + benefits (case managers and supervisors)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$113,636
	**Indirect (10%)	\$11,364
	CHG Base Funds Total	\$125,000
TOTAL BUDGET		\$452,157

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

** In no instance shall indirect costs indicated in the table above exceed the identified rate.

*** Consolidated Homeless Grant Funding for Permanent Supportive Housing of Chronically Homeless Families with Children may only be used between January 1, 2023 and June 30, 2023

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.