

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:
202212010 – 4

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Janie Oliphant	
Contractor's / Agency Name:		Domestic Violence & Sexual Assault Services	

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 #:	202212010	

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

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202307017
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Method of Procurement:	RFP 22-33	Contract Cost Center:	18521002.6610
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Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" 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 checked="" 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):	<p>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:</p> <ol style="list-style-type: none"> 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.
\$ 156,870	
This Amendment Amount:	
\$ 131,052	
Total Amended Amount:	
\$ 287,922	

Summary of Scope: This amendment extends the contract for one year.

Contract Period Ends:	06/30/2026		
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Contract Routing:	1. Prepared by:	JT	Date:	05/08/2025
	2. Health Budget Approval	PL/CR	Date:	05/21/2025
	3. Attorney signoff:	Christopher Quinn	Date:	May 29, 2025
	4. AS Finance reviewed:	Bbennett	Date:	05/28/2025
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2025-433	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT
EMERGENCY SHELTER**

Whatcom County Contract Number:

202212010 – 4

PARTIES:

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

**AND CONTRACTOR:
Domestic Violence & Sexual Assault Services
1407 Commercial Street
Bellingham, WA 98225**

CONTRACT PERIODS:

Original: 01/01/2023 – 12/31/2023

Amendment #1: 04/17/2023 – 12/31/2023

Amendment #2: 01/01/2024 – 12/31/2024

Amendment #3: 01/01/2025 – 06/30/2025

Amendment #4: 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 of this contract for one year, as per the original contract “General Terms, Section 10.2, Extension”. The cumulative term of this contract may not extend beyond 12/31/2026.
2. Amend Exhibit A – Scope of Work, to include minor language revisions, update program requirements (Section V.) to align with standardized language for scopes of work in similar contract types, and update outcome (Section VI.) and reporting requirements (Section VII.).
3. Amend Exhibit B – Compensation, to reflect the budget for the extended 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 \$131,052.
6. Funding for the total contract period (01/01/2023 – 06/30/2026) is not to exceed \$287,922.
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, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Charlene Ramont, Interim Director Date
Whatcom County Health and Community Services

APPROVAL AS TO FORM: _____
Christopher Quinn, Chief Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

	Meghan Tinsley, Operations Director	
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Domestic Violence & Sexual Assault Services
1407 Commercial Street
Bellingham, WA 98225
executivedirector@dvsas.org

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

I. Background

This contract provides funding for personnel and other costs necessary to operate and maintain three safe shelters in Whatcom County which includes a 21-bed house for women with children and two other houses (16 beds total) for single women. According to the annual Point In Time Count of homeless persons conducted in January 2024, at least 671 households in Whatcom County were homeless (including 206 who were unsheltered). Of those households, there were 76 families with children. Data from the Coordinated Entry Housing Pool (people waiting for housing support) offers additional detail on these vulnerable households: In August 2024, 195 households, or 26% of all households in the Housing Pool, were actively fleeing domestic violence. Throughout the year, more may face the prospect of losing their homes due to domestic violence. Whatcom County's Plan to End Homelessness offers 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 is key strategy of the Plan and contributes to housing stability.

DVSAS' family shelter is a confidential 21-bed home that provides emergency shelter to families fleeing domestic violence. The home has 5 bedrooms, 5 bathrooms and is a group living environment with shared kitchen, laundry, living areas, and a play room. The Safe Shelter is accessible 24 hours per day, 365 days per year. Two other homes, totaling 16 beds, provide shelter for single adults fleeing domestic violence. This contract provides partial funding for 13% of operations of these facilities. Operations support includes personnel as well as utilities, insurance, and maintenance.

Funding for this work comes from the Consolidated Homeless Grant passed through the Washington State Department of Commerce, which includes operational support for emergency shelter, amongst other interventions, as an allowable intervention.

II. Definitions

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.
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).

III. Statement of Work

A. Operations: The Contractor will use funds from this contract to pay for operational expenses at the shelters, including one 5-unit residential family shelter and two residences with 16 beds for single adults. 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:

1. Maintain safety and security of all staff and participants by monitoring all general access areas and enforcing building rules, including street front and alleys (where applicable).
2. Maintain intake documentation of all participants that utilize the shelter in accordance with funding requirements.
3. Clearly communicate and document participant signed intake agreements that describe program rules and regulations.
4. Provide private and confidential meeting spaces for program participants to have one on one check in's with internal and external case management supports.
5. Proactively establish positive relationships with neighborhood residents and businesses (where appropriate) and respond to neighborhood complaints promptly and professionally. Establish and maintain a policy that outlines expectations of good neighbor behaviors.

6. Provide a single phone number that is accessible to residents and neighboring businesses 24/7 where immediate concerns can be reported to a live person.
 7. Use harm reduction and client centering practice in engagement with clients.
 8. Provide ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking.
 9. Support participants through creative, resourceful strategies that build trust and confidence.
 10. Provide immediate assistance and support during times of crisis to prevent program exits, initiates action as required, including contact with emergency response systems.
 11. Engagement with residents in on-site recreational and social activities to reduce isolation and promote integration.
 12. Assisting participants in making pro-social choices.
- B. The Contractor will comply with Homeless Management Information System (HMIS) data collection and recording requirements by coordinating with the HMIS Coordinator located at the Whatcom Homeless Service Center.

IV. Program Requirements

- A. Eligibility criteria and population served:
1. Family shelter: Head of household with one or more dependents actively fleeing domestic violence. Families that reside in the shelter for longer than 90 days must have an AMI at or below 80% or be exempt on a case-by-case basis (see CHG guidelines).
 2. Single adult shelters: Single individual actively fleeing domestic violence. People that reside in the shelter for longer than 90 days must have an AMI documented at or below 80% or be exempted from income requirements on a case-by-case basis (see CHG guidelines).
- B. Participation in HMIS:
1. The contractor will enroll all program participants in HMIS.
 2. The Contractor will comply with Washington State Department of Commerce's Homeless Management Information System (HMIS) "Agency Partner Agreement", data collection, and recording requirements.
 3. The Contractor will coordinate activation and changes to their HMIS programs with the Whatcom County HMIS Lead.
- C. Compliance with Washington State Department of Commerce Funding:
1. Comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit [E].
 2. Comply with all State of Washington Department of Commerce Consolidated Homeless Grant (CHG – Exhibit F) 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/>
 - i. The County will notify subgrantees via email when updated guidelines are published.
 - ii. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.
- D. Service model framework and training expectations:
- Staff should employ harm reduction, trauma informed care, and motivational interviewing approaches in their work with program participants. Staff should be trained in the below skills and frameworks within six 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. LGBTQIA+ Inclusion
10. Supporting survivors of domestic violence and sexual assault
11. Fair Housing
12. Housing First
13. Rapid rehousing
14. Progressive engagement and problem solving (diversion)
15. Harm Reduction

E. Expected participation in meetings/coalitions:

1. Staff will attend the Whatcom County Coalition to End Homelessness activities and sponsored activities.
2. Staff will participate in meetings and events coordinated by the WCHCS department.

V. Additional Requirements

- A. Grievances: Ensure that staff, program participants, and applicants understand their rights to file grievances with Whatcom County Health and Community Services (WCHCS) and DVSAS and are provided full access to a grievance filing process. Grievance policies must be submitted to WCHCS 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 policies and 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 of the original contract's General Conditions.
- C. Incident Reporting: The Contractor will submit incident reports to WCHCS 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 G but an agency Incident Report may be submitted alternatively.
- D. Recapturing unspent funds: The County's 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 WCHCS 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 WCHCS, a severe weather and smoke plan. A simple template is available in Exhibit H but a more thorough version may be submitted as an alternative.
- F. Translation 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 translation services available to the participant for meetings and discussions on program eligibility and program services, as applicable.

VI. Program Outcomes

- A. The Contractor will deliver the following annual outputs:
 - 1. 21 units will be either in use or available for clients at the facilities.
 - 2. Maintain an occupancy rate of at least 70%.
- B. The Contractor will deliver the following annual outcomes:
 - 1. 50% or more of households exits will be to permanent housing.

VII. Reporting Requirements

- A. Current quarterly reporting templates for emergency housing programs will be provided through SurveyMonkey. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due 15 days following the quarter end: April 15th, July 15th, October 15th, and January 15th. Reports will include outcomes and outputs for last quarter and year to date:
 - 1. Bednight occupancy.
 - 2. Median length of stay for individuals or households that exited during reporting period.
 - 3. Percent exiting to permanent housing among people who exited over reporting period.
 - 4. Where applicable, when contractor is not meeting output and outcomes goals: Narrative description of challenges associated with meeting goals.
- B. Whatcom County Health and Community Services 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.
- 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.

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 signatory. In addition, all flex funds must be accompanied by receipts.

EXHIBIT “B” – Amendment #4
(COMPENSATION)

Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed \$131,052, is from the Consolidated Homeless Grant (CHG) from Washington State Department of Commerce. The budget for this contract period (07/01/2025 – 06/30/2026) is as follows:

*Cost Description	***Documents Required Each Invoice	Budget
Personnel (<i>salary, taxes, benefits</i>): Safe housing advocate (1 FT) Facilities specialist (.4 FT) Safe housing program manager (.25 FT) Operations director (.1 FT)	Composite hourly billing rate worksheets and expanded GL report for the period	\$96,595
Utilities	GL Detail and copies of paid invoices or receipts; cost allocation plan where applicable	\$8,000
Insurance		\$5,000
Maintenance		\$4,544
Flex Funds	Flex fund spreadsheet and copies of receipts	\$5,000
SUBTOTAL		\$119,139
Indirect @ 10%		\$11,913
TOTAL		\$131,052

*All direct costs must be direct costs attributable to this program.

- Time records must be available that substantiate time worked on the program.
- Utilities may be charged proportionally, based on square footage.
- If the insurance premium identifies a cost attributable to the contracted program, it may be charged as a direct expense.

Contractor's Invoicing Contact Information:	
Name	Meghan Tinsley
Phone	360.671.5714 x1203
Email	mtinsley@dvsas.org

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

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 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:
HL-BusinessOffice@co.whatcom.wa.us and JOliphant@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 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 (www.gsa.gov). 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 (www.gsa.gov), 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 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

11. Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract. 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."
- Monthly spenddown report showing:

		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															

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 JOliphant@co.whatcom.wa.us

☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify 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.

“EXHIBIT D” – Amendment 4
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 County Health and Community Services Flex Fund Documentation								
Paid To *	Date	Cost	Goods/Services Purchased	Client ID	Total \$ To Client this Year	Service Need	No Other Funding Available	Administrative Review
* ATTACH RECEIPTS FOR EACH PURCHASE								