

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202106042 – 2

Originating Department:	85 Health
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?	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 / 122300 / 122800
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):	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.
\$ 223,681	
This Amendment Amount:	
\$ 377,158	
Total Amended Amount:	
\$ 600,839	

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.

Term of Contract:	1 Year	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 09/07/2021
	2. Health Budget Approval	KR/JG	Date: 11/10/2021
	3. Attorney signoff:	RB	Date: 11/08/2021
	4. AS Finance reviewed:	M Caldwell	Date: 11/10/21
	5. IT reviewed (if IT related):	DS	Date:
	6. Contractor review:	AT	Date: 12/14/2021
	7. Executive Contract Review:	DS SM	Date: 12/14/2021
	8. Council approved (if necessary):	AB2021-687	Date: 12/07/2021
	9. Executive signed:		Date: 12/14/2021
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lydia Place – Housing Case Management Contract Amendment #2

DATE: December 9, 2021

Attached is a contract amendment between Whatcom County and Lydia Place for your review and signature.

▪ **Background and Purpose**

This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center. The purpose of this contract is to provide funding for case management and supportive services to families with children and individuals experiencing homelessness or who are newly housed, in order to improve housing stability and reduce homelessness in Whatcom County. The purpose of this amendment is to extend the contract for an additional year, revise outcomes, and increase funding based on an annual budget rather than the previously approved 6-month budget.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$377,158, is provided by local document recording fees and the Washington State Department of Commerce Consolidated Homeless and Emergency Solutions COVID-19 (CFDA 14.231) Grants. These funds will be included in the 2022 budget. Council approval is required as funding for the extended contract period exceeds 10% of the approved budget.

Please contact Ann Beck, Human Services Supervisor at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202106042 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
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 #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 (IV.) to increase program outcomes based on a 1-year period.
3. Amend Exhibit B – Compensation, to reflect a 1-year budget for the extended contract period.
4. Funding for this extended contract period (01/01/2022 – 12/31/2022) is not to exceed \$377,158.
5. Funding for the total contract period (07/01/2021 – 12/31/2022) is not to exceed \$600,839.
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: DocuSigned by: Ann Beck 12/9/2021
2B365BB0422344A...
Ann Beck, Human Services Supervisor Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 12/13/2021
955C651A30374BD...
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 12/13/2021
1EE5DDBD9542404...
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Kate Robertson</u> DFA49445E9C247E...	Kate Robertson, Associate Director	12/14/2021
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 12/14/2021
4192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Lydia Place
PO Box 28487
Bellingham, WA 98228
KateR@LydiaPlace.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 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 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:

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.

2. Monitoring and evaluating household progress;
3. Assuring that household rights are protected;
4. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.

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 50% Area Median Income (AMI). Income eligibility 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:

1. Four (4) households will receive CM during the year while unsheltered.
2. Four (4) individuals will receive CM during the year while unsheltered.
3. Thirty-eight (38) households will receive CM during the year while in emergency/temporary housing.
4. Ninety-four (94) individuals will receive CM during the year while in emergency/temporary housing.
5. Eighteen (18) households will receive CM during the year in PSH.
6. Forty-four (44) households will receive CM during the year in RRH.
7. Thirty-eight (38) unduplicated, new households will receive CM during the year.
8. Ninety-five (95) unduplicated total individuals will receive CM during the year.
9. The average length of time receiving CM while homeless prior to permanent housing will be 80 days.
10. The median length of time receiving CM while homeless prior to permanent housing will be 65 days.
11. Fifty (50) households receiving CM will be stably housed for at least 6 months.
12. Forty-five (45) case managed households will be stably housed for at least 12 months.
13. Zero (0) households receiving case management will exit to homelessness.
14. Twenty (20) households will achieve stable housing while receiving case management.

V. Additional Requirements

The Contractor will:

1. Comply with:
 - a. Special Terms & Conditions of Commerce Grants, herein incorporated as Exhibit D.
 - b. 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/4d1ilui45uqljmhlseufez4flxqv1q6b>
 - c. 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.
- d. Ensure that all costs incurred comply with funding guidelines.
- e. 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>).
- f. 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.
2. Comply with relevant State of Washington Department of Commerce Emergency Solutions COVID-19 Grant requirements and 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 <https://deptofcommerce.app.box.com/s/fsmf4pmwkroszjt702j1l9cfvkv5ixmq>
3. 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.
4. 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:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HP.
 - 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 HP 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.
5. 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. 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.
- e. 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

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: <http://www.whatcomcounty.us/DocumentCenter/View/37570/WCHDquarterlyCMreportLP>.

2. Reports will include data for only those clients served under this contract and include:
 - a. Number of homeless households that received case management during the quarter.
 - b. Number of homeless individuals that received case management during the quarter.
 - c. Number of households in permanent supportive housing that received case management services during the quarter.
 - d. Number of households in rapid re-housing programs that received case management services during the quarter.
 - e. Average length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation).
 - f. Median length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation).
 - g. Number of case managed households that lost stable housing or exited case management while homeless.
 - h. Number of case managed households that achieved housing stability while receiving case management services.

Exhibit B – Amendment #2
(COMPENSATION)

- I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$377,158, is local document recording fees, the Washington State Department of Commerce Consolidated Homeless Grant, and the Washington State Department of Commerce 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 Funding		
Case Management Staff	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$216,503
Program Management Staff		\$43,588
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 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	\$8,000
Program Specific Supplies & Postage		\$2,000
Program Specific Utilities & Phone		\$2,000
Professional Services		\$3,000
SUBTOTAL		\$279,091
*Consolidated Homeless Grant (CHG)		
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.	\$20,000
Case Management for Families with Children in PSH	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$16,507
SUBTOTAL		\$36,507
*Emergency Solutions Grant COVID Funding		
Case Management Staff	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$24,052
Program Management Staff		\$3,986
SUBTOTAL		\$28,038
**Document Recording Fee Indirect Costs @ 10%		\$27,909
**CHG Indirect Costs @ 10%		\$3,651
**ESG-CV Indirect Costs @ 7%		\$1,962
SUBTOTAL		\$33,522
TOTAL BUDGET		\$377,158

*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.

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.