

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611028 - 7

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Christopher 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 #:		201611028
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 / 201907017
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 122200 / 122800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16-47		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
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.	
\$ 897,067			
This Amendment Amount:			
\$ 68,692			
Total Amended Amount:			
\$ 965,759			
Summary of Scope: This contract provides funding for case management services to individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce homelessness in Whatcom County.			
Term of Contract:	6 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 03/03/2021
	2. Health Budget Approval	KR/JG	Date: 03/19/2021
	3. Attorney signoff:	RB	Date: 03/23/2021
	4. AS Finance reviewed:	M Caldwell	Date: 3/22/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-211	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

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

CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #4:	01/01/2019 – 12/31/2019
Amendment #1:	08/01/2017 – 12/31/2017	Amendment #5:	01/01/2020 – 12/31/2020
Amendment #2:	01/01/2018 – 12/31/2018	Amendment #6:	01/01/2021 – 06/30/2021
Amendment #3:	12/01/2018 – 12/31/2018	Amendment #7:	01/01/2021 – 06/30/2021

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, IV. Program Outcomes (V) to reflect an increase in the number of households served; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation to add:
 - a. \$28,402 in Consolidated Homeless Grant funding for rental assistance and case management personnel for chronically homeless families with children and \$2,840 in subsequent indirect costs;
 - b. \$15,000 in Emergency Solutions Grant funding for additional case management support, \$20,000 for motel costs and \$2,450 in subsequent indirect costs. This funding will support 6-7 families with children in motel stays and 12 families will receive case management services.
3. Funding for this contract period (01/01/2021 – 06/30/2021) is not to exceed \$227,959.
4. Funding for the total contract period (01/01/2017 – 06/30/2021) is not to exceed \$965,759.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2021.

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: _____
Anne Deacon, Human Services Manager Date

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

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

FOR THE CONTRACTOR:

Emily O'Connor, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

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

EXHIBIT "A" – Amendment #7
(SCOPE OF WORK)

I. Background

According to the annual point in time count of homeless persons conducted in January of 2019, at least 700 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County’s Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under WHSC partnership includes both rental subsidy and housing case management components. 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. Through this contract, Lydia Place will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management.

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 (HIP)	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 Services, a data base.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled dependents, or full time students. Household income may not exceed 50% area median gross income as defined by HUD.
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 includes activities for the 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: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households’ rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee

services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Eligible individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During this six month contract period, the housing case management services provided by Lydia Place will deliver the following outcomes:

1. Forty-five (45) households in Permanent Supportive Housing or Rapid Rehousing programs will receive case management services
2. Thirty-two (32) currently homeless households will receive case management services
3. The contractor will strive to rapidly rehouse clients with the goal of most moving into housing in 65 days or less from enrollment in case management and with an average (mean) enrollment period of 80 days or less
4. The contractor will strive to create housing stability with the target of moving 10 households from homelessness into housing stability while preventing all case managed households in housing from becoming homeless.
5. At least four (4) chronically homeless (CH) families with children (FWC) will receiving housing subsidies funded by a special category of Consolidated Homeless Grant (CHG) funding designated specifically for permanent supportive housing for CH FWC, and at least six (6) families will receive housing case management support funded by a special category of CHG funding specifically designated for permanent supportive housing for CH FWC.
6. An additional 12 families with children will be provided with case management funded with Emergency Solutions Grant-COVID (ESG-CV) for motel-based emergency shelter to permanent housing (rapid rehousing) during the period of 4/1/21-6/30/21. Households must meet eligibility criteria of the ESG-CV.
7. At least 6-7 families with children experiencing or at-risk of homelessness will be housed in motels as non-congregate emergency shelter.

V. Additional Requirements

The contractor will:

1. Comply with all of the 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 <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.
2. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>
3. Commit to ending homeless in Whatcom County by:
 - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines).
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (as per CHG Guidelines).

- c. Employing a progressive engagement service model (as per CHG Guidelines).
 - d. Prioritizing households likely to become homeless when using prevention rental assistance (as per CHG Guidelines).
4. Comply with Special Conditions of Commerce Grants incorporated herein incorporated as Exhibit E.
 5. Comply with Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19 ESG-CV – CFDA #14.231 herein incorporated as Exhibit F.
 6. Comply with state confidentiality laws and regulations.
 7. Ensure that all costs incurred comply with CHG Guidelines as specified in Section V.(1) above and Exhibit E.
 8. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
 9. Consequences of non-compliance with CHG Guidelines as per the WA State Department of Commerce, include:
 - a. 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.
 - b. 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%.
 - c. 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.
 10. 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.
 11. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HIP.
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - c. The course of action mutually agreed 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.
 12. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Inform 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. Inform Clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - c. Inform 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. Inform prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing
 - e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested
 - f. Document in each client file that these expectations were communicated to the client/tenant.
13. Require professional development training for direct service staff and supervisors.
 14. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
 15. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

1. The contractor shall submit quarterly reports* utilizing HMIS data showing the contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 15, July 15, October 15, and January 15. Reporting templates for case management 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>

*Contractors will be notified via email of updates to quarterly reporting templates.

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. Number of households served by funding for emergency shelter in motels.
 - f. 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)
 - g. 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)
 - h. Number of case managed households that lost stable housing or exited case management while homeless
 - i. Number of case managed households that achieved housing stability while receiving case management services
3. Permanent Supportive Housing for Chronically Homeless Families with Children
 - a. Number of households that received housing subsidies and case management this quarter and year to date.
 - b. Number and % that retain their housing for six months.

- c. Number of households that re-entered homelessness after receiving PSH for CH FWC subsidies.

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

Changes to the CHG System wide Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted prevention performance measures are exempted from the 'Consequences of non-compliance' stated above in Section V. (9)(a-c) as per Commerce, wherein 'Grantee' refers to the County being the CHG recipient.

- a. 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.
- b. 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%.
- c. 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.

EXHIBIT "B" – Amendment #7
(COMPENSATION)

I. **Source of Funding:** The source of funding for this contract, in the amount not to exceed \$227,959, is local document recording fees and the WA State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions COVID-19 Grant (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 period (01/01/21 – 06/30/21) is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel-Case Managers, Housing Program Supervisor	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period	\$54,002
*Personnel – Case Managers – ESG Funds		\$15,000
Personnel – Case Managers, Housing Program Supervisor – <i>Funded by ESG-CV (indirect beyond 7% paid by document recording fees)</i>		\$53,256
Personnel – Case Managers, Housing Program Supervisor specific to services for chronically homeless families with children		\$19,402
Rental Assistance (Commerce funds) specific to chronically homeless families with children	For Rental Assistance – itemize payee for-profit/non-profit status	\$34,780
*Motel Costs (Emergency Shelter) - ESG Funds	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment.	\$20,000
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per www.gsa.gov), and a brief description of the purpose of travel.	\$2,000
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, and a brief description of 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.	\$350
Program specific occupancy costs	GL Detail	\$4,000
Program specific supplies & postage		\$600
Program specific utilities & phone		\$3,500
Professional Services		\$1,300
SUBTOTAL		\$208,190
Indirect costs @ 10% - excludes ESG funding		\$17,319
*Indirect costs @ 7% - ESG funding only		\$2,450
TOTAL		\$227,959

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Indirect costs shall not exceed 10%.

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 *(include contract/PO #)* 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.