

	WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>201805015 – 7</u>
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Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Opportunity Council

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 #:	201805015	

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

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201907017
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):	Contract Cost Center:	122600
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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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): \$ 4,058,576.50 This Amendment Amount: \$ 608,211 Total Amended Amount: \$ 4,666,787.50	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 : <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.
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Summary of Scope: This contract funds programmatic and administrative services associated with the operation of the Housing and Essential Needs (HEN) Program and the distribution of rental and utility assistance subsidies to eligible participants.

Term of Contract:	1 Year	Expiration Date:	06/30/2021
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Contract Routing:	1. Prepared by:	JT	Date:	06/02/2020
	2. Health Budget Approval	KR	Date:	07/16/2020
	3. Attorney signoff:	RB	Date:	07/14/2020
	4. AS Finance reviewed:	M Caldwell	Date:	07/14/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

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

**AND CONTRACTOR:
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225**

AMENDMENT NUMBER: 6

CONTRACT PERIODS:

Original:	07/01/2018 – 06/30/2019	Amendment #4:	03/15/2019 – 06/30/2019
Amendment #1:	07/01/2018 – 06/30/2019	Amendment #5:	07/01/2019 – 06/30/2020
Amendment #2:	10/01/2018 – 06/30/2019	Amendment #6:	07/01/2020 – 06/30/2021
Amendment #3:	01/01/2019 – 06/30/2019	Amendment #7:	07/01/2020 – 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 and Exhibit B – Compensation to add an additional \$608,211 in funding and increase the number of households provided with rental assistance from 170 to 214; revised exhibits are attached.
2. Funding for this contract period (07/01/2020 – 06/30/2021) is not to exceed \$2,037,324.
3. Funding for the total contract period (07/01/2018 – 06/30/2021) is not to exceed \$4,666,787.50.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 07/01/2020.

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:

Greg Winter, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Opportunity Council
Greg Winter, Executive Director
1111 Cornwall Avenue
Bellingham, WA 98225
Greg_winter@oppc.org

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

I. Background

The Housing and Essential Needs (HEN) is one of three programs created by Engrossed Senate House Bill 2082 which terminated the Disability Lifeline (DL) Program. HEN funds are part of Washington State Department of Commerce (Commerce) Consolidated Homeless Grant (CHG) and are intended to provide rental assistance, case management, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). The Opportunity Council's Whatcom Homeless Service Center (WHSC) is a housing services program that serves as the coordinated entry for homelessness prevention and re-housing services for Whatcom County residents. The Community Services Division of the Opportunity Council oversees and administers housing case management and related programs. The WHSC administers HEN rental and utility assistance in coordination with Community Services. Community Services administers case management services for the HEN Program and the purchasing and distribution of Essential Needs products for HEN eligible clients. The WHSC manages the Homeless Management Information Services (HMIS) for the County and is responsible for the HMIS requirements of the HEN Program. People eligible to receive HEN rental and utility assistance, and Essential Needs items, will be served as long as funding is available and within the designated program requirements.

II. Project Description and Design

Housing and Essential Needs funds are limited to providing rental assistance, case management, utility assistance and essential needs for Washington Apple Health (Medicaid) recipients who are experiencing homelessness, or at substantial risk of becoming homeless and whose eligibility is determined by DSHS. The HEN Program is not intended to provide long term support for households, nor will it be able to address all the financial and supportive service needs of households that affect housing stability, nor will it be able to serve all those who are eligible. WHSC serves as the administrative entity for the rental and utility assistance, while the Community Services Division administers case management and the purchasing and distribution of essential needs products and transportation assistance, for eligible individuals. The WHSC and Community Services will staff the program with program operations and case management staff that are funded by the Contract and are responsible for program implementation.

Due to a change in state law in March of 2018, expansion of HEN eligibility now includes Aged, Blind, or Disabled (ABD) recipients, and those who DSHS has determined to be incapacitated due to substance use. HEN providers are expected to prioritize those who are HEN-eligible who have the greatest need, including prioritizing people experiencing homelessness. Guidance from Commerce on prioritization of HEN-eligible clients indicates the following factors must be used to determine greatest need to include, but not be limited to: unsheltered homelessness, chronic homelessness, and length of time homeless. Additional guidance on prioritization is available in the Washington State Coordinated Entry Guidelines, Section 4, and within the Consolidated Homeless Grant guidelines.

III. Statement of Work

A. HEN Rental & Utility Assistance and Case Management Services

The Contractor will be responsible for programmatic and administrative services associated with the operation of the HEN Program. Programmatic and administrative services include all activities necessary to operate the WHSC and Community Services in accordance with the requirements set forth in the Administrative Requirements and Guidelines for the CHG as more fully described in Section IV: Special Conditions, below.

The Contractor will:

1. Commit to efforts to reducing and ending homelessness 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.
2. Provide direct services to individuals whose eligibility is noted in the DSHS Benefits Verification System (BVS).
3. Document client eligibility in client files.
4. Authorize and issue rental and utility assistance subsidies in a timely manner.
5. Track and report rental and utility assistance subsidies.
6. Coordinate with existing housing providers and landlords to identify and secure permanent housing placements for clients.
7. Cultivate and maintain relationships with local landlords who agree to participate in the program.
8. Make client referrals for Essential Needs Services, housing and other community resources.
9. Coordinate with the Community Service Office of DSHS regarding client service delivery.
10. Comply with HMIS requirements including data entry and reporting responsibilities.
11. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG/HEN Guidelines and HMIS User Agreement).
12. Ensure compliance with State confidentiality laws and regulations.
13. Complete all other activities identified by Whatcom County and Commerce as necessary to implement and manage the rental and utility assistance portion of the HEN Program.

B. Essential Needs and Move-in Supplies Assistance

The Contractor, specifically the Community Services Division of the Opportunity Council, will be responsible for administration and distribution of essential needs products, to include personal health and hygiene items, cleaning supplies, move-in supplies, or bus passes, and will accordingly:

1. Purchase and distribute essential needs products and move-in supplies to clients eligible for the Housing and Essential Needs (HEN) program.
2. Document client eligibility using DSHS Benefits Verification system.
3. Have written and available Applicant Denial and Grievance and Termination and Grievance policies and/or procedures.
4. Maintain an inventory tracking and tracking of client usage system.

IV. Special Conditions

The Contractor will comply with program requirements, policies and procedures contained in the "Department of Commerce Guidelines for Consolidated Homeless Grant" hereafter referred to as CHG Guidelines located

at: <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>. Changes to the CHG Guidelines may be made without contract amendment. The CHG Guidelines will be updated periodically in compliance with changing State requirements. Whenever a revised edition of the CHG Guidelines is available, the County will provide an email notification.

Consequences of non-compliance with CHG Guidelines, as per the Department of Commerce for Grantees, are listed below and will be passed on to CHG Subgrantees:

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 noncompliance. The technical assistance and corrective action plan to address and remedy the noncompliance will be passed on to the Subgrantee by the County.
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%. The second corrective action plan will be passed on to the Subgrantee by the County.
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.

V. Program Outcomes

During this contract period, the Contractor is expected to meet the following outcomes:

- A. The Contractor will provide assistance to all HEN eligible households that seek assistance during the contract term providing that HEN rent and utility assistance funds are available. Based on the previous 12 month period, the program is expected to serve an estimated 214 households between 7/1/2020 – 6/30/2021.
- B. The Contractor will provide assistance to approximately 425 HEN-eligible households through the purchase and distribution of essential needs items and cleaning and move-in supplies as the budget for this purpose so allows.

VI. Reporting Requirements

System-wide performance measures and benchmarks specific to intervention type (HMIS project type), are outlined in the table found at the link below. 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” as per Commerce, listed in Section IV: Special Conditions above, wherein “Grantee” refers to the County being the CHG recipient.

Updates to the CHG System-Wide Mandatory Performance Measures table will be provided periodically by Commerce. Updates will be posted on the Whatcom County Health Department website which can be accessed at: <http://whatcomcounty.us/910/Housing-Program>. Additionally, the Opportunity Council will receive written notification from the County upon notification of updates from Commerce.

The Contractor will submit the following reports on a monthly basis to the County:

- A. Number of HEN eligible households assisted during the current month and how many have been assisted year to date.
- B. Average amount of subsidy per HEN household.
- C. Number of HEN eligible households declined.

- D. Projects falling under the following intervention types and funded by the Consolidated Homeless Grant (CHG), which includes HEN, will be expected to meet or demonstrate progress towards system-wide performance measures as set by the Washington State Department of Commerce.

Reporting for purchase and distribution of essential needs requires:

- A. The Contractor will submit an Essential Needs Report to the County, at which time it is due as required by Consolidated Homeless Grant guidelines, that identifies the number of people that received Essential Needs products and services each month. The report must answer this question: How many people did you serve with Essential Needs this month? Duplication of people is expected and will be acceptable.

EXHIBIT "B" – Amendment #7
(COMPENSATION)

I. Budget and Funding

The source of funding for this contract, in an amount not to exceed \$2,037,324, is from 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 the contract.

The budget for this contract is as follows:

HEN PROGRAM BUDGET 07/01/2020 – 06/30/2021		
Cost Description	Documents Required with Each Invoice	Budget
Personnel (HMIS, Case Managers, Coordinated Entry, Support)	Expanded General Ledger (GL) report for the period billed	\$350,699
50% Fringe Benefit Rate	Expanded GL based on federally approved fringe rate	\$175,350
Rent, Facility Support, and Utility Assistance – HEN	Expanded GL with Client ID, payee, amount	\$1,272,910
Direct Program Supplies – Office Space, Telephone, Insurance	Expanded GL report for the period billed	\$29,898
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled. Mileage will be reimbursed at the GSA rate (per www.gsa.gov).	\$7,688
Travel/Training	Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required.	\$7,119
	SUBTOTAL	\$1,843,664
Indirect Costs – 7% **		\$129,056
	TOTAL	\$1,972,720
ESSENTIAL NEEDS ASSISTANCE BUDGET 07/01/2020 – 06/30/2021		
Cost Description	Documents Required Each Invoice	Budget
Personnel	GL detail	\$14,178
Hygiene Product, Cleaning and Move-in Supplies, and Transportation Assistance	GL detail and receipts	\$45,800
Insurance/Supplies/Mortgage/Rent	GL detail	\$400
	SUBTOTAL	\$60,378
Indirect Costs – 7% **		\$4,226
	Essential Needs TOTAL	\$64,604
	TOTAL CONTRACT AMOUNT	\$2,037,324

**The Contractor may transfer funds among budget line items within each program budget in an amount up to 10% of the total program budget. In no instance shall the indirect cost exceed 7% or fringe benefit rate exceed the current federally approved rate. All allocated direct costs must be based on approved cost allocation plan.

II. Invoicing

- The Contractor shall submit itemized invoices up to two times per month in a format approved by the County. Invoices should be received no later than the 15th of each month for the previous month expenditures. Invoices submitted for payment must include the documentation specified in "Documents Required with Each Invoice" above. Invoices and all invoice-related communication should be sent to HL-BusinessOffice@co.whatcom.wa.us or mail to:

Attn: Business Office
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

2. End of year rent and utility assistance payments will be invoiced and reimbursed based on the date of the rent or utility assistance check issuance.
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 the 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 Services: The Contractor shall not bill the Health Department for services performed or provided under this contract, and the Health Department 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.