

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202212010 - 3

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 type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
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?			ALN#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		

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

Is this contract the result of a RFP or Bid process?			Contract Cost Center:	122300
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	22-33		

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):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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.
\$ 116,870	
This Amendment Amount:	
\$ 40,000	
Total Amended Amount:	
\$ 156,870	

Summary of Scope: This amendment extends the contract for an additional year, updates the budget to reflect the extended contract period, and standardizes language in the scope of work.

Term of Contract:	6 Months	Expiration Date:	06/30/2025
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Contract Routing:	1. Prepared by:	JT	Date:	09/20/2024
	2. Health Budget Approval	SH	Date:	10/28/2024
	3. Attorney signoff:	Christopher Quinn	Date:	11/20/2024
	4. AS Finance reviewed:	bbennett	Date:	12/14/2024
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	12/17/2024
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	12/16/2024
	10. Original to Council:		Date:	



# Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Domestic Violence & Sexual Assault Services (DVSAS) – Emergency Shelter Contract Amendment #3  
**DATE:** **DECEMBER 16, 2024**

Attached is a contract amendment between Whatcom County and DVSAS for your review and signature. This amendment extends the contract for six months, removes and updates the budget to reflect the budget and funding sources for the extended contract period, and updates invoicing requirements. This amendment also updates the scope of work to reflect standardized language for scopes of work for similar contract types.

▪ **Background and Purpose**

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. DVSAS has operated Whatcom County’s only emergency domestic violence shelter since 2014.

▪ **Funding Amount and Source**

A six-month contract period is proposed in order to align future contract periods with the state fiscal year starting July 1, 2025. Funding for this contract period (01/01/2025 – 6/30/2025), in an amount not to exceed \$40,000, is provided by Consolidated Homeless Grant (CHG) from the Washington State Department of Commerce. These funds are included in the 2025 budget. Council authorization is not required as this amendment is authorized per Section 10.2 of the original contract.

▪ **Differences from Previous Contracts**

Section	Differences
<b>General Terms – Section 10.2, Extension</b>	Extends contract for six months, through 6/30/2025
<b>General Terms – Sections 37.1, Administration of Contract and 37.2, Notice</b>	Updates the County Contract Administrator’s contact information.
<b>Exhibit A – Scope of Work</b>	<ul style="list-style-type: none"> <li>Removes references to federal funding requirements which are not funding the 2025 contract period</li> <li>Updates contract language to reflect standardized language for scopes of work for similar contract types</li> <li>Removes direct funding case management now funded under a different source</li> <li>Increases amount of flex funding available</li> </ul>
<b>Exhibit B – Compensation</b>	Provides the budget for the first six months of 2025 and updates invoicing requirements
<b>Exhibits G and H</b>	Adds Partner Incident Report and Severe Weather Plan Templates

Please contact Christopher D’Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 ([CDonofri@co.whatcom.wa.us](mailto:CDonofri@co.whatcom.wa.us)) if you have any questions.

Whatcom County Contract Number:  
202212010 – 3

**WHATCOM COUNTY CONTRACT AMENDMENT  
EMERGENCY SHELTER**

**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**

**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 six months, as per the original contract “General Terms, Section 10.2, Extension”.
2. Amend the original contract, “General Terms, Section 37.1, Administration of Contract” and “General Terms, Section 37.2, Notice” to replace the County Contract Administrator’s contact information, as follows:  
  
 Whatcom County Health and Community Services  
 Janie Oliphant, Program Specialist  
 509 Girard Street  
 Bellingham, WA 98225  
 360-778-6181  
[JOliphan@co.whatcom.wa.us](mailto:JOliphan@co.whatcom.wa.us)
3. Amend Exhibit A – Scope of Work, to remove references to federal funding requirements which will not fund the extended contract period, update contract language to reflect standardized language for scopes of work for similar contract types, and removes case management services which are now funded under a different source.
4. Amend Exhibit B – Compensation, to provide the budget for the first six months of 2025 and updates invoicing requirements.
5. Replace Exhibit E to add Special Terms and Conditions of State Commerce Grants.
6. Replace Exhibit F with the State Consolidated Homeless Grant.
7. Replace Exhibit G with the Partner Incident Reporting Template
8. Add Exhibit H – Severe Weather Planning Template
9. Funding for this contract period (01/01/2025 – 06/30/2025) is not to exceed \$40,000.
10. Funding for the total contract period (01/01/2023 – 06/30/2025) is not to exceed \$156,870.
11. All other terms and conditions remain unchanged.
12. The effective start date of the amendment is 01/01/2025.

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.

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APPROVAL AS TO PROGRAM: DocuSigned by:  
*Ann Beck*  
2B365BB0422344A 12/16/2024

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Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:  
*Erika Lautenbach*  
955C651A30374BD 12/16/2024

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Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: Signed by:  
*Christopher Quinn*  
EC466FF5C88B4FD 12/16/2024

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Christopher Quinn, Chief Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Signed by: <i>Devin Connolly</i> 1D5F96D883B64EC...</span>	Devin Connolly , Interim Executive Director	12/16/2024
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by:  
*Satpal Singh Sidhu*  
1192C7C18B664E3... 12/16/2024

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Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Domestic Violence & Sexual Assault Services**  
 1407 Commercial Street  
 Bellingham, WA 98225  
[executivedirector@dvsas.org](mailto:executivedirector@dvsas.org)

**EXHIBIT "A" – Amendment #3**  
(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.

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 family shelter and two residences with 16 beds for single adults. Staff will be on site 24 hours per day 7 days a week to fulfill the following activities:
  - 1. Maintain safety and security of all staff and participants by monitoring all general access areas and enforcing building rules, including street front.
  - 2. Maintain intake documentation of all participants that utilize the shelter.
  - 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 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 CGH 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 at or below 80% or be exempt on a case-by-case basis (see CGH 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. All changes will be current within 30 days.
- 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 and Program Outcomes**

A. The Contractor will deliver the following annual outputs:

1. At least 110 unique households will be sheltered at the facilities.
2. 21 units will be either in use or available for clients at the facility.

B. The Contractor will deliver the following annual outcomes:

1. The median length of stay for households will be less than 60 days.
2. At least 90% of clients will be enrolled in ongoing community/social support services at the time of their exit from the facility.
3. At least 80% of clients exiting the facility will do so to a stable housing situation.

## **VI. Reporting Requirements**

- a. Current quarterly reporting templates for interim housing programs may be accessed at: <https://www.surveymonkey.com/r/JKWC27G>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due 15 days following the quarter end: April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>. Reports will include:
  1. Number of households that stayed at the facility during the reporting quarter.
  2. Number of households that received case management services during the quarter.
  3. Number of household units of capacity at the facility.
  4. Utilization of facility expressed as a percent of capacity in which beds or units were in use.
  5. Average and median length of stay for all households that exited the facility during the quarter.
  6. Number of entries and the former living situation of new households immediately prior to entering facility.
  7. Number of households that exited the facility and the living situation they exited to.
- 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.

## **VII. 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 #3**  
(COMPENSATION)

**Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$40,000, is from the Consolidated Homeless Grant (CHG) from Washington State Department of Commerce. The budget for this contract is as follows:

<b>*Cost Description</b>	<b>***Documents Required Each Invoice</b>	<b>Budget</b>
Personnel ( <i>salary, taxes, benefits</i> ): Safe housing advocate (1 FT)	Composite hourly billing rate worksheets and expanded GL report for the period	\$25,092
Utilities	GL Detail and copies of paid invoices or receipts; cost allocation plan where applicable	\$4,000
Insurance		\$2,500
Maintenance		\$2,272
Flex Funds	Flex fund spreadsheet and copies of receipts	\$2,500
<b>SUBTOTAL</b>		<b>\$36,364</b>
Indirect @ 10%		\$3,636
<b>TOTAL</b>		<b>\$40,000</b>

\*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.

<b>Contractor’s Invoicing Contact Information:</b>	
<b>Name</b>	<b>Devin Connolly</b>
<b>Phone</b>	<b>360.671.5714 Ext. 1202</b>
<b>Email</b>	<a href="mailto:executivedirector@dvsas.org">executivedirector@dvsas.org</a>

**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% of the total budget. 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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [JOlipha@co.whatcom.wa.us](mailto:JOlipha@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 15<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> 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](http://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](http://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:

Item	Amt awarded	Amt invoiced by contract month												Percent spent	Total remaining
		1	2	3	4	5	6	7	8	9	10	11	12		
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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [JOliphan@co.whatcom.wa.us](mailto:JOliphan@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 "E" – Amendment #3**  
(Special Terms and Conditions of Commerce Grants)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor's performance of this subgrant.

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**5. AUDIT**

If the Grantee is a subrecipient and expends \$1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$1,000,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to <https://facweb.census.gov/GSARedirect.html>.

## **6. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

### **A. "Confidential Information" as used in this section includes:**

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **7. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **8. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**9. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**10. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers or agents.

**11. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

**12. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**13. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**14. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**15. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**16. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**17. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**18. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the

Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**19. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

**20. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**21. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

**22. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**Exhibit F – Amendment #3 – (Consolidated Homeless Grant)**



**Interagency Agreement with**

**Whatcom County Community Health and Human Services**

**through**

Housing Division  
Homelessness Assistance Unit

**For**

**Consolidated Homeless Grant (CHG)**

**Dated: July 1, 2023**



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**WHATCOM COUNTY  
CONTRACT NO.  
202307017**

**Face Sheet**

**Contract Number: 24-46108-35**

**Washington State Department of Commerce  
Housing Division  
Homelessness Assistance Unit (HAU)  
Consolidated Homeless Grant (CHG)**

<b>1. Contractor</b> Whatcom County Community Health and Human Services 509 Girard St. Bellingham, WA 98225		<b>2. Contractor Doing Business As (as applicable)</b>	
<b>3. Contractor Representative</b> Barbara Johnson-Vinna Housing Specialist (360) 778-9046		<b>4. COMMERCE Representative</b> Megan Kendig Grant Manager 1011 Plum Street SE Olympia, WA 98504-2525 (360) 401-5149 megan.kendig@commerce.wa.gov	
<b>5. Contract Amount</b> \$10,543,379	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
		<b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0002425-01	<b>12. UBI #</b> 371010246	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: 2023-2025 CHG application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, Attachment "C" - CHG Guidelines Addendum for the HEN FCS Bridge funding.			
<b>FOR CONTRACTOR</b>   Erika Lautenbach, Director  07/12/2023 Date		<b>FOR COMMERCE</b>  DeSigned by:  Corina Grigoras, Assistant Director Housing Division 7/28/2023   9:41 AM PDT Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

08  
KK

**WHATCOM COUNTY:**

**Recommended for Approval:**

Approved by email AB/JT 06/27/2023  
Ann Beck, Community Health & Human Services Manager Date

**Approved as to form:**

Approved by email RB/JT 06/28/2023  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

By: Satpal Singh Sidhu 07/13/2023  
Satpal Singh Sidhu, Whatcom County Executive Date

**Washington State Department of Commerce**

PO Box 42525

Olympia, WA 98504-2525

360-401-5149

[Megan.Kendig@commerce.wa.gov](mailto:Megan.Kendig@commerce.wa.gov)

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## Special Terms and Conditions

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**7. ELIGIBLE USE OF FUNDS**

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – CHG Guidelines Addendum for the HEN FCS Bridge funding
- CHG Guidelines, incorporated by reference on the Face Sheet



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

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iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## 20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

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practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



### **Attachment A: Scope of Work**

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
  - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - b. Employing a progressive engagement service model.
  - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
  - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
  
- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20<sup>th</sup> of the month following the provision of services.
  
- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan and Annual Report.
  - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. HEN Essential Needs Report.
  - d. Grantees shall commit to reporting quality timely HMIS data.
  
- D. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
  
- E. Performance Requirements:
  - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
  
- F. Local Document Recording Fees (DRF) Support  
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
  
- G. Inflation Increase  
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.



**Attachment B: Budget**

Budget	Total
CHG Standard	
Admin	\$206,992.00
Rent	\$550,000.00
Facility Support	\$72,000.00
Operations	\$553,000.00
PSH CHF	
PSH CHF Rent/Fac Support	\$140,000.00
PSH CHF Operations	\$12,000.00
HEN (SFY 2024)	
HEN Admin 2024	\$177,848.00
HEN Rent/Fac Support 2024	\$1,618,654.00
HEN Operations 2024	\$744,192.00
HEN (SFY 2025)	
HEN Admin 2025	\$177,848.00
HEN Rent/Fac Support 2025	\$1,618,654.00
HEN Operations 2025	\$744,192.00
Eviction Prevention (SFY 23, 24, and 25)	
Eviction Prevention Admin	\$215,009.00
Eviction Prevention Rent	\$1,369,766.00
Eviction Prevention Operations	\$310,000.00
HEN FCS Bridge (SFY 2024)	
HEN FCS Bridge Admin 2024	\$9,579.00
HEN FCS Bridge Rent 2024	\$114,606.00
HEN FCS Bridge Operations 2024	\$20,168.00
HEN FCS Bridge (SFY 2025)	
HEN FCS Bridge Admin 2025	\$9,579.00
HEN FCS Bridge Rent 2025	\$114,606.00
HEN FCS Bridge Operations 2025	\$20,168.00
Inflation Increase (SFY 2024 and SFY 2025)	
Inflation Increase 2024	\$631,659.00
Inflationary Costs 2025	\$631,659.00
Local Document Recording Fees Support (SFY 2024 and SFY 2025)	
Local DRF Support 2024	\$240,600.00
Local DRF Support 2025	\$240,600.00
<b>TOTAL</b>	<b>\$10,543,379.00</b>



**Attachment C:**

**CHG Guidelines Addendum for the HEN FCS Bridge funding**

It's estimated that over one third of Foundational Community Supports (FCS) enrollees are eligible for Housing and Essential Needs (HEN). This new funding creates a bridge period of rent assistance for households enrolled in FCS, prioritizing households enrolled in Supportive Employment, who no longer have a HEN Referral from Department of Social and Health Services (DSHS) due to increased income or other changes in eligibility.

The applicable Consolidated Homeless Grant or System Demonstration Grant guidelines apply to this funding, with the following additions:

**Eligible Households -**

- HEN households who no longer have a HEN Referral from DSHS. This includes:
  - Households who:
    - Are currently receiving HEN rent assistance.
  - Homeless and at-risk households who:
    - Received a HEN Referral within the last six months, but were not able to identify permanent housing.
    - OR
    - Received rent assistance in the past, but exited the program within the last six months.
- AND**
- Households enrolled in FCS. FCS households enrolled in the Supportive Employment should be prioritized.
- AND**
- Household income is at or below 80% Area Median Income.

**Allowable Expenses**

- Allowable expenses include Admin (7%), Rent, and Operations.
- Rent assistance, including arrears, is not to exceed nine (9) months in total.

**Housing Stability Plan**

- The housing provider must work with the household on a housing stability plan to secure affordable permanent housing with the knowledge that this funding expires June 30, 2025.

**HMIS**

- HMIS projects must be set up specifically for this funding and data entered accurately.

### EXHIBIT "G" – Amendment #3

**WHATCOM COUNTY**  
Health and Community Services



Erika Lautenbach, MPH, Director  
Amy Harley, MD, MPH, Health Officer

## PARTNER INCIDENT REPORT

*Agencies can supplement any questions asked here with the corresponding agency Incident Report attached. Please return 3 business days after incident and redact any program participant names from the report.*

### INCIDENT INFORMATION

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_ AM or PM

Type of Incident:  Imminent threat of harm  Property Damage over \$3000  Serious injury  Fatality

Was 911 called? \_\_\_\_\_ If not why? \_\_\_\_\_

If applicable was medical treatment offered, recommended, accepted, or rejected? \_\_\_\_\_

Incident description, including any events leading to, immediately following the incident, and contributing factors (do not use client identifying information like unit numbers or names):

Additional Employee Comments:

### PERSON FILING REPORT

Reporter: \_\_\_\_\_ Title/Role: \_\_\_\_\_

Signature: \_\_\_\_\_ Location of Event: \_\_\_\_\_

### COUNTY STAFF

Recipient: \_\_\_\_\_ Date: \_\_\_\_\_ Others Notified: \_\_\_\_\_

Notes:

### EXHIBIT "H" – Amendment #3

**WHATCOM COUNTY**  
Health and Community Services



Erika Lautenbach, MPH, Director  
Amy Harley, MD, MPH, Health Officer

### Severe Weather – Heat and Smoke Planning

**Organization:** \_\_\_\_\_

**Program Name(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Program Setting (please indicate which of the below settings apply for your county-funded projects)**

- Congregate day shelter
- Congregate overnight shelter
- Individual units/rooms in agency-owned building (shelter/transitional/PSH) with common areas
- Individual units/rooms in agency-owned building (shelter/transitional/PSH) without common areas
- Individual units/room in buildings owned by third party (shelter/transitional/RRH/PSH)

The goal of this document is for county housing partners to consider and communicate plans in place to ensure client safety in the event of:

- 1) **Severe heat event**
- 2) **Degraded air quality due to smoke**

**A severe heat event** is classified by the Department of Homeland Security (DHS) as a period of high heat and humidity with temperatures above 90 degrees for at least two to three days. According to the DHS, extreme heat is responsible for more annual deaths than any other weather-related event. Whatcom County Health and Community Services requires that grantees of Whatcom County Health and Community Services funds provide a plan to the County outlining the efforts their organization is prepared to undertake in support of their beneficiaries in response to a severe heat event.

Please provide an overview of the plan in place at your organization to support beneficiaries in the event of severe heat. Please include how you will be monitoring severe weather temperatures, notifying program participants, providing cooling spaces, and distributing items if relevant:

\_\_\_\_\_  
\_\_\_\_\_

Outline of supplies and equipment on hand to support plan outlined above (ex: fans, ice packs, chilled water, accessible rooms with air conditioning):

\_\_\_\_\_  
\_\_\_\_\_

509 Girard Street  
Bellingham, WA 98225-4005



Main Line: (360) 778-6000  
[www.whatcomcounty.us/health](http://www.whatcomcounty.us/health)

Is there necessary equipment or supplies that need to be acquired in response to severe heat? Would you like technical assistance from emergency response specialists? If so, please list and describe your needs below:

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**2. Degraded air quality due to smoke** – The quality of air in the community is a constantly changing variable. Air pollution due to smoke particles can cause serious health issues. To track the amount of pollutants in the air, the Environmental Protection Agency developed the [Air Quality Index \(AQI\)](#) to make information available about the health effects of the five most common air pollutants, and how to avoid those effects. Whatcom County Health and Community Services requires that all housing and human service contract recipients provide a plan to the County outlining the efforts their organization will undertake to support their beneficiaries in the event that air quality becomes unhealthy for sensitive groups (higher than 100 on the AQI scale).

Please provide an overview of the plan in place at your organization to support beneficiaries in the event of degraded air quality due to smoke. Including staff members or positions responsible for monitoring AQI, notifying program participants, providing clean air spaces, and distributing items:

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Outline of supplies and equipment on hand to support plan outlined above (ex: masks, air filters, public spaces with clean air):

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Is there necessary equipment or supplies that need to be acquired in response to smoke or air quality challenges? Would you like technical assistance from emergency response specialists? If so, please list and describe your needs below:

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