

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. _____

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/18/18		1/15/19	Finance/Council
Division Head:	AD	10/25/18			
Dept. Head:	RAD	12/3/18			
Prosecutor:	[Signature]	12-5-18			
Purchasing/Budget:	OB	12/6/18			
Executive:					

TITLE OF DOCUMENT:

Contract Amendment between Whatcom County and Pioneer Human Services

ATTACHMENTS:

1. *Memo to County Executive*
2. *Contract Information Sheet*
3. *2 Originals of Contract*

SEPA review required? () Yes (X) NO
 SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
 Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

The purpose of this amendment is to increase funding for Pioneer Human Services to operate a permanent supportive housing program for homeless individuals. A total of \$85,527 is being added to this contract budget in order to cover actual costs for staff salaries, inclusive of staff and program supervision by the Program Manager. The Contractor will provide 36 permanent housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*



MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Pioneer Human Services – City Gate Permanent Supportive Housing Facility Contract Amendment #2
DATE: November 30, 2018

Enclosed are two (2) originals of a contract amendment between Whatcom County and Pioneer Human Services for your review and signature.

▪ **Background and Purpose**

This contract provides funding for Pioneer Human Services to operate a permanent supportive housing program known as City Gate. City Gate provides 36 permanent housing units for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, exiting the Whatcom County Jail, and for individuals experiencing chronic homelessness; ten units are dedicated to chronically homeless veterans. Up to six units at a time may be occupied by participants of the Mental Health Court Program. The contractor also provides housing case management and behavioral health services so that program participants can access needed services and achieve housing stability.

The purpose of this amendment is to renew the terms of the contract for an additional year and to make changes to the Scope of Work and the budget. An increase in funding in the amount of \$85,527 is being added to this contract amendment to support actual costs for staff salaries inclusive of staff and program supervision by the Program Manager. Additionally, a link to a newly required quarterly performance measure reporting form has been added to this amendment specific to permanent supportive housing and targets for performance measures.

▪ **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$456,939, is local document recording fees and the Behavioral Health Program fund. Funding for this contract is included in the 2019 budget. Council approval is required because this amendment exceeds 10% of the current approved budget total.

Please contact Barbara Johnson-Vinna at extension #6046 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201611027 - 2

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Pioneer Human Services

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201611027

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: 12/6/2016 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract 122200 / 124112 /
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 121100

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 742,824
 This Amendment Amount:
 \$ 456,939
 Total Amended Amount:
 \$ 1,199,763

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contracts funds Pioneer Human Service's City Gate permanent supportive housing program for homeless ex-offenders and chronically homeless veterans. Pioneer provides 37 permanent housing units, housing case management and behavioral health services so that program participants can access services and achieve housing stability.

Term of Contract: 1 Year Expiration Date: 12/31/2019

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>9/5/18</u>
	2. Attorney signoff: <u>RB</u>	Date: <u>10/26/18</u>
	3. AS Finance reviewed: <u>bbennett BB</u>	Date: <u>10/24/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.

201611027 – 2

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201611027

PARTIES:

**Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225**

AMENDMENT NUMBER: 2

CONTRACT PERIODS:

**Original: 01/01/2017 – 12/31/2017
Amendment #1: 01/01/2018 – 12/31/2018
Amendment #2: 01/01/2019 – 12/31/2019**

AND CONTRACTOR:

**Pioneer Human Services
7440 W Marginal Way S
Seattle, WA 98108**

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO,
IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW
BY MUTUAL CONSENT OF ALL PARTIES HERETO**

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A to include a link to access the required quarterly reporting form for permanent supportive housing; revised Exhibit A is attached.
3. Amend Exhibit B to add \$85,527 in funding to reflect an increase in staff costs; revised Exhibit B is attached.
4. Funding for the extended contract period (01/01/2019 – 12/31/2019) is not to exceed \$456,939.
5. Funding for the total contract period (01/01/2017 – 12/31/2019) is not to exceed \$1,199,764.
6. All other terms and conditions remain unchanged.
7. The effective start date of the extension is 01/01/2019.

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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM: Anne Deacon 11/30/18
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: Regina A. Delahunt 12/3/18
Regina A. Delahunt, Health Department Director Date

APPROVAL AS TO FORM: [Signature] 12-5-18
Royce Buckingham, Civil Deputy Prosecuting Attorney Date

FOR THE CONTRACTOR:

[Signature] | ANTHONY WRIGHT, COO | 11/27/18
Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this 27th day of NOVEMBER, 2018, before me personally appeared ANTHONY WRIGHT, to me known to be the COO and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Vicki L. Rush
NOTARY PUBLIC in and for the State of Washington
Residing at SEATTLE, WA
My Commission expires: 4/9/22



FOR WHATCOM COUNTY:

Jack Louws, County Executive Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this _____ day of _____, 2018, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham.
My Commission expires: _____

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

I. Background

In 2009, Whatcom County established the Whatcom County Offender Re-Entry Housing Program as a pilot project funded primarily by Department of Commerce Homeless Grant Assistance Program. This project has become a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, for individuals experiencing homelessness, Mental Health Court participants, and chronically homeless veterans. The Contractor will provide permanent housing, housing case management, and behavioral health services to enable program participants access to services and achieve housing stability. Behavioral health services are also offered to the Lighthouse Mission through this contract.

By entering into this agreement, it is not intended to create a benefit or cause of action for any third person not a signatory to this agreement, except a program participant. By providing services to a program participant, the Contractor does not enter into a take charge relationship for anything other than making services available to the participant. It is not meant to provide protection to any third person or the public in general.

A. Definitions

AMI	Area Median Income
DOC	Washington State Department of Corrections
HMIS	Homeless Management Information System
SHP	U.S. Department of Housing and Urban Development Supportive Housing Program
WHSC	Whatcom Homeless Service Center
VA	United States Department of Veteran Affairs
VASH	Veteran Affairs Supportive Housing program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services provided by the VA
S+C	Shelter Plus Care Program – a U.S. Department of Housing and Urban Development Supportive Housing Program

II. Statement of Work

The Contractor will be responsible for the operation of the permanent supportive housing program at City Gate which provides housing for:

- Homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections.
- Homeless ex-offenders exiting the Whatcom County Jail.
- Individuals and veterans experiencing chronic homelessness.
- Mental Health Court participants (up to 6 units).

The re-entry residents eligible to reside at City Gate must have a mental health disability and/or be disabled due to a history of substance use disorder with an income at or below 50% of Area Median Income (AMI). The contractor

will also provide rental assistance vouchers through the use of Whatcom County flex funds to ex-offenders under DOC supervision. By operating this program, the Contractor will be responsible for the following, as well as any other activities identified by the Contractor as being necessary to meet the program objective of increased housing stability for ex-offenders and homeless individuals and veterans:

1. Provide a resident manager to oversee the safety and security of the building. Facility staff will be available on site at all times to monitor resident behavior and compliance with lease agreements.
2. Provide 36 permanent housing units at the City Gate apartment building: 10 to be used for VASH participants, 5 for SHP participants, and up to 5 for S+C participants. An additional 6 units may be used for Mental Health Court participants.
3. Develop leases and program agreements with all participating clients, including master lease with the SHP provider.
4. Operate and provide property management services of the permanent supportive housing program, including rent determination and collection, facility maintenance, and unit turnover.
5. Establish rental amounts that are no more than 30 percent of resident's adjusted monthly income in compliance with Exhibit F (Types of Income to Count and Calculating Adjusted Income). Establish deposit and minimum rent amounts.
6. Continue to further develop and refine the referral protocol in conjunction with Whatcom County Housing Specialist for ex-offenders released from the Whatcom County Jail.
7. Accept referrals from the Whatcom Homeless Service Center to consider for placement in City Gate.
8. Determine and document client eligibility.
9. Coordinate Housing Quality Standard (HQS) inspections for Housing Authority funded units or conduct Housing Safety Standard (HSS) inspections for all other occupied City Gate units receiving assistance under this contract.
10. Respond in a timely manner to a City Gate program participant's report of a housing quality problem.
11. Develop a permanent housing plan for re-entry clients accepted into the program and coordinate a Housing Service Plan for the VASH, S+C, and SHP residents with their case managers.
12. Work closely and collaboratively with DOC staff, Whatcom County Jail staff, law enforcement, criminal justice staff, County staff, WHSC, VA, local government staff, other community service providers, and community groups in managing the program, ensuring that offender accountability to DOC release plans is maintained and Housing Service Plans are followed, and increasing the likelihood of program participants' housing success.
13. Use reasonable care to notify DOC in the event of known violations of community supervision provisions, the VA social worker in the event of VASH program violations, and the housing case manager of the SHP clients in the case of program violations.
14. Participate as a member of a Re-Entry Coordination Team to help determine acceptance of potential residents into the program and to develop and implement a re-entry plan. This will include conferring with the program participant and his or her assigned Department of Corrections Community Corrections Officer to discuss housing and service needs, obtain available documentation, and explain the housing program.
15. Make necessary arrangements to ensure that a housing unit is available to an accepted program participant.
16. Link program participants to other needed services (e.g., mental health services, substance abuse treatment; health care; education and training; employment; parenting classes; social networks; family/community reconciliation, etc.).
17. Conduct a criminal background check on all potential residents of City Gate.
18. Ensure that no convicted sex offenders are considered for acceptance into the City Gate program.
19. Provide housing case management services to program participants. Housing case management services include but are not limited to:

- a. Educating clients about:
 - i. The cleaning and maintenance of housing units.
 - ii. Tenant responsibilities under Landlord-Tenant Law.
 - iii. Financial literacy and money management.
 - b. Communicating with landlords and other residents.
 - c. Linking clients to employment and training programs.
 - d. Assisting clients in life skills and/or activities of daily living training.
 - e. Monitoring each program participant and his/her adherence to tenant responsibilities.
 - f. Assisting in addressing issues that threaten continued program participation, housing status, and safety of other residents or the immediate neighborhood.
20. Provide onsite behavioral health services by a Behavioral Health Professional for residents at City Gate and residents of The Lighthouse Mission. The position will coordinate with City Gate resident manager and case managers, VASH case manager, Mental Health Court Manager, SHP case manager, and S+C staff acting as part of the service provider team. This position will require compliance with state and federal confidentiality laws. Behavioral health services to be provided by Pioneer Human Services may include:
- a. Screening residents to determine behavioral health needs; screen potential residents' behavioral health needs as they relate to housing placement and stability.
 - b. Conducting an assessment of behavioral health issues, including mental health and substance abuse history for residents who are not engaged with a mental health or substance use disorder treatment provider.
 - c. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services.
 - d. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with PHS behavioral health staff.
 - e. Providing treatment and case management activities.
 - f. Coordinating ongoing care with other professionals.
 - g. Providing for an after-hours response system in the event of an emergency.
 - h. Follow relevant state statutes for provision of mental health treatment.
21. Providing monitoring for security with an operational interior and exterior camera system, and the use of a single entrance for all residents in units accessible from the building interior.
22. Distribute rental assistance voucher flex funds as appropriate up to a maximum of \$1,500 per household, according to the Whatcom County Flex Fund Guidelines set forth in Exhibit F.
23. Participate in Homeless Management Information System (HMIS) data collection efforts, coordinated through the WHSC.
24. Comply with state and federal confidentiality laws and regulations.
25. Comply with Landlord-Tenant Law.
26. Develop all administrative and programmatic policies and procedures required for the administration and operation of the program.
27. Attend Whatcom County Homeless Coalition meetings and Pioneer corporate staff meetings as required.
28. Ensure that common area bathrooms comply with standards set by the Americans with Disabilities Act (ADA).

III. Program Requirements

If on average over the course of the year, occupancy at City Gate falls below 95%, the Contractor shall meet with County staff to address occupancy rates with the goal of keeping the units at City Gate fully occupied.

IV. Program Outcomes

1. Facility strives to fill vacancies and maintain occupancy level of at least 95%
2. No more than two residents will exit per quarter to unstable housing destinations
3. Facility will be well integrated into community and there will be no more than two complaints from neighbors in any given quarter
4. City Gate staff will make at least four outreach efforts with neighbors and nearby businesses to proactively maintain good neighborhood relationships
5. At least 50% of residents will engage with a behavioral health clinician each quarter
6. At least 35% of residents (including those participating in the VA Supportive Housing program) will participate in pro-social community activities facilitated by City Gate staff

V. Reporting Requirements

The Behavioral Health Professional will submit separate monthly reports* by the 15th of each month to the Health Department for clients seen at the Lighthouse Mission and at City Gate. These monthly reports will provide the following numbers: Clients assessed; clients that received services; contacts made with clients; average number of contacts with clients; client contacts during 1:1 sessions; and client contacts during group sessions.

City Gate staff will report quarterly on occupancy, exits to homelessness, neighborhood encounters, and behavioral health stability of residents through submission of quarterly reports due by the 15th of April, July, October, and January. The County reporting form for permanent supportive housing is to be used for this purpose as follows:

Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<http://www.whatcomcounty.us/DocumentCenter/View/37564/WCHDquarterlyPSHreport2019CityGate>

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

EXHIBIT "B" Amendment #2
(COMPENSATION)

I. Budget and Source of Funding

The source of funding for this contract, in an amount not to exceed \$456,939, is local document recording fees and the Behavioral Health Program Fund.

II. 2019 Budget, Rates, and/or Allowable Costs

Line Item	Documentation Required with Invoice	Budget
PROGRAM SERVICES		
Resident Manager/Case Managers – 3 FTE	GL detail	\$ 145,709
Resident Monitor – 1 FTE	GL detail	41,412
Mental Health Professional – 1 FTE	GL detail	71,754
Supervision	GL detail	25,759
Operational supplies (office, food, etc.)	GL detail	7,000
Medical/UA	GL detail	800
Travel/Training/Mileage	Include name of traveler, dates, start & end point, number of miles and purpose. Receipts required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov). Receipts for meals not required. For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current GSA rate.	7,000
Flex Funds	Detail log by client id with date and amount listed	11,500
	Subtotal:	\$ 310,934
Indirect Program Administration	26% on salaries only, not to exceed budget	74,005
	Total Facility Staffing & Services Costs:	\$ 384,939
FACILITY COSTS		
Apartment Facility, including all utilities & maintenance net of rental income	\$6,000/month	\$ 72,000
	Total Facility Costs:	\$ 72,000
	Grand Total Contract Costs:	\$ 459,939

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Under no circumstances shall program administration costs exceed the above specified budgeted amount.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 10th of the month following the month of service. Invoices submitted for payment electronically to HL-BusinessOffice@co.whatcom.wa.us Please include purchase order number on invoice.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. 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.

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
5. Contractor must submit quarterly financial reports detailing all costs and program income no later than April 30th, July 31st, October 31st, and January 31st. Reports will be sent to HL-BusinessOffice@co.whatcom.wa.us.