

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202106045 – 11

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Ashley Geleyense
Contractor's / Agency Name:	Opportunity Council

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202106045	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input 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?	If yes, grantor agency contract number(s):		ALN#:	21.027
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202309017 / 202307017
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		21-04	Contract Cost Center:	122200 / 122300 / 114 / 122750
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency.
<input 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):	\$	3,160,183
This Amendment Amount:	\$	256,842
Total Amended Amount:	\$	3,417,028

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 amendment increases CHG targeted eviction prevention funds and updates the Contractor's indirect rate, invoicing requirements and target outcomes for the eviction prevention program.

Term of Contract:	1 Year	Expiration Date:	12/31/2024
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Contract Routing:	1. Prepared by:	JT	Date:	03/11/2024
	2. Health Budget Approval	JS	Date:	03/20/2024
	3. Attorney signoff:	RB	Date:	03/20/2024
	4. AS Finance reviewed:	A Martin	Date:	3/29/24
	5. Contractor Program Manager Review:		Date:	
	6. Executive Contract Review:		Date:	
	7. Council approved (if necessary):	AB2024-244	Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT  
HOUSING CASE MANAGEMENT**

**PARTIES:**

**Whatcom County  
Whatcom County Health and Community Services  
509 Girard Street  
Bellingham, WA 98225**

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

**CONTRACT PERIODS:**

<b>Original:</b>	<b>07/01/2021 – 12/31/2021</b>	<b>Amendment #6:</b>	<b>07/01/2022 – 12/31/20/23</b>
<b>Amendment #1:</b>	<b>07/01/2021 – 12/31/2021</b>	<b>Amendment #7:</b>	<b>04/26/2023 – 12/31/2023</b>
<b>Amendment #2:</b>	<b>01/01/2022 – 12/31/2022</b>	<b>Amendment #8:</b>	<b>06/01/2023 – 12/31/2023</b>
<b>Amendment #3:</b>	<b>01/01/2022 – 12/31/2022</b>	<b>Amendment #9:</b>	<b>07/01/2023 – 12/31/2023</b>
<b>Amendment #4:</b>	<b>05/01/2022 – 12/31/2022</b>	<b>Amendment #10:</b>	<b>01/01/2024 – 12/31/2024</b>
<b>Amendment #5:</b>	<b>01/01/2023 – 12/31/2023</b>	<b>Amendment #11:</b>	<b>04/10/2024 – 12/31/2024</b>

**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**

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**DESCRIPTION OF AMENDMENT:**

1. 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  
Ashley Geleynse, Program Specialist  
509 Girard Street  
Bellingham, WA 98225  
360-778-6066  
[Ageleyns@co.whatcom.wa.us](mailto:Ageleyns@co.whatcom.wa.us)
2. Amend Exhibit A – Scope of Work, Section IV. Program Outcomes to increase target outcomes for the eviction prevention program.
3. Amend Exhibit B – Compensation, to increase Consolidated Homeless Grant targeted eviction prevention funds by \$256,842 to support case management and assistance in navigating social and financial services with the goal of reducing the need for future housing assistance. This amendment also updates the Contractor’s indirect rate and invoicing requirements.
4. Exhibits E – Special Terms and Conditions of Commerce Grants is attached for refence and without revision.
5. Replace Exhibit K – EHF grant from Commerce is no longer a federal fund source. This applies from January 1, 2024 onward.
6. Add Appendix I – Federally approved Nonprofit Rate Agreement
7. Funding for this contract period (01/01/2024 – 12/31/2024) is not to exceed \$1,488,823.
8. Funding for the extended contract period (07/01/2021 – 12/31/2024) is not to exceed \$3,417,025.
9. All other terms and conditions remain unchanged.
10. The effective start date of the amendment is 04/10/2024.

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: \_\_\_\_\_  
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 03/20/2024  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

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

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FOR WHATCOM COUNTY:

\_\_\_\_\_  
Satpal Singh Sidhu, County Executive Date

**CONTRACTOR INFORMATION:**

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham, WA 98225  
[Greg\\_Winter@oppc.org](mailto:Greg_Winter@oppc.org)

**EXHIBIT "A" – Amendment #11**  
(SCOPE OF WORK)

**I. Background**

According to the annual Point In Time Count of homeless persons conducted in January 2023, at least 1,059 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County’s Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under Whatcom Homeless Service Center (WHSC) partnership includes both rental subsidy and housing case management components. WHSC staff determine client eligibility for services and authorize and distribute rent subsidies to local landlords on behalf of participating clients, make referrals for case management to partner agencies, and coordinate required data collection efforts. Further eligibility and screening is completed by Community Services staff, supported by this contract, and specific to the Targeted Eviction Prevention funds.

Through this contract, Opportunity Council will serve as one of the WHSC partner agencies providing Housing Pool case management and other housing case management services. The purpose of this contract is to provide case management for individuals and families experiencing homelessness or at risk of homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

**II. Definitions**

HMIS	Washington’s Homeless Management Information System Database
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access, (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom county and according to Washington State Department of Commerce HMIS data collection requirements.

**III. Statement of Work**

The Contractor will provide housing case management services. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include:

- A. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
  - 1. Tenant counseling;
  - 2. Assisting individuals and households with understanding leases;
  - 3. Securing utilities;
  - 4. Making moving arrangements;
  - 5. Representative payee services concerning rent and utilities;
  - 6. Mediation and outreach to property owners related to locating or retaining housing;
  - 7. Monitoring and evaluating household progress;
  - 8. Assuring that household rights are protected;
  - 9. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance; and
  - 10. Administrative activities include supervision of case management staff and program evaluation.
- B. Intake and Referral – People who present to Opportunity Council’s Community Resource Center in a housing crisis will receive a low barrier, problem-solving conversation with an Intake and Referral Specialist. Those Housing intake services provided to collect client information and assess eligibility for housing programs. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes that are appropriate for the funding source used to provide support.

- C. Housing Pool (HP) – HP case management services are designed to make persons who are homeless or at imminent risk of homelessness aware of available programs and provide them with a point of access to housing services. HP case management provides supportive services designed to assist people waiting for housing to be able to move rapidly into permanent housing by helping clients stabilize, identify barriers to housing, and engage in activities required to remove those barriers. HP case management diverts people from entering the homeless shelter system whenever possible.
- D. Diversion – Diversion can be the first response to resolving an episode of homelessness by focusing on re-housing a family without their entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household's own strengths and resources. Services are tailored to meet each family's most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding).
- E. Deposit Assistance - Single adults experiencing homelessness will be assisted with deposit/move-in assistance when they have found housing on their own. This light touch case management will serve people awaiting assistance on the Housing Pool, attending Housing Lab, or applying for assistance through the Community Resource Center. Without the facilitated move-in assistance with case management, the result can be long term homelessness leading to deterioration of health and overall well-being of these individuals.
- F. Interim Housing – Emergency shelter and supportive services to homeless families with minor children in their custody is prioritized for those in the most desperate situations. With the onset of the COVID pandemic there has been increasing demand for shelter services in motels stays and in short-term housing offered by Interfaith Coalition. Case management focuses on ensuring basic needs are met and development of a plan to obtain and maintain permanent housing.
- G. Rapid Re-housing – These services focus on family homelessness and prioritize those living in shelters, motels, vehicles, or are unsheltered. Rapid Rehousing is an intervention proven to end family homelessness. Case management adhering to a progressive engagement approach and short to medium term rental subsidies for families experiencing homelessness are offered to meet the needs of families to enable them to achieve housing stability.
- H. Permanent Supportive Housing – Households served with permanent supportive housing have a history of chronic homelessness or have a combination of high barriers often including mental health, active or history of addiction, and medical, developmental and physical disabilities. Long-term housing retention and personal wellness is supported through a Housing-First model, employing a harm reduction and person-centered approach which may include households living in units owned or master-leased by the Opportunity Council.
- I. Targeted Eviction Prevention – Households served will be eligible under Washington State Department of Commerce Consolidated Homeless Grant Guidelines. No fewer than 10% of the households served will have been referred by a community-based agency that primarily serves a population with disabilities, limited access to services, and/or a history of discrimination based on race, ethnicity, gender identity, sexual orientation, or religion.
  - 1. The Contractor will conduct outreach by building relationships with agencies serving marginalized populations.
  - 2. The Contractor will prioritize households using the CHG Targeted Prevention Eligibility Screening Form (see attached – Exhibit M)
  - 3. For households that choose to engage, the Contractor will provide ongoing case management services and assistance in navigating social and financial services with the goal of reducing the need for future rental assistance and increasing general housing stability. This will not be mandatory.

#### **IV. Program Outcomes**

The housing case management services provided by the Contractor will deliver the following outcomes:

- A. At least 60 households will receive Housing Pool case management.
- B. Total number of households in motels that received short-term housing case management (no specific target)
- C. At least 40 families with children will receive diversion case management.
- D. At least 14 households in PSH will receive case management.
- E. At least 12 households receiving Skagit HOME TBRA rental assistance will receive case management.
- F. Median number of days in case management prior to being housed will be 75 or fewer.

- G. Mean number of days in case management prior to being housed will be 90 or fewer.
- H. At least 85% of families that reached a 12-month period of time since exiting the Ending Family Homelessness Project or Rapid Rehousing case management will have retained stable housing.
- I. Of the households in PSH, at least 90% will be stably housed one year after initial placement (including exits from PSH to permanent housing).
- J. At least 50 WCHCS funded case management households (from ES, Diversion, Housing Pool, TBRA RRH or unstably housed) will achieve housing stability.
- K. At least 30 households will be housed from the Housing Pool with deposit/move-in assistance (this is contingent upon availability of rental assistance and referrals).
- L. At least 20 unduplicated households with children will be stably housed with RRH while receiving case management.
- M. At least 40 Veterans will be served with housing case management, to include but not limited to providing outreach to those potentially eligible for VAF services; building community relationships to enhance support for Veterans eligible for VAF services; tracking contacts with those inquiring about and receiving VAF-funded services; and tracking and fielding calls regarding these services.
- N. At least 15 Veterans will obtain housing.
- O. At least 20 Veterans will maintain housing.
- P. At least 20 Veterans will be linked to healthcare.
- Q. At least 35 Veterans will be linked to non-healthcare Veteran services (VA benefits, employment, education, transportation, etc.).
- R. At least 145 households will be screened and referred for CHG targeted eviction rental assistance prevention funds. All of these households will be offered housing case management services and be provided with regularly updated information about additional community resources.
- S. At least 40 HH's will be served with CHG targeted eviction prevention who were referred by an agency serving primarily households from marginalized communities.
- T. At least 35 households that had a history of housing disruption due to a HH's race, ethnicity, gender identity, sexual orientation, or religion will be referred for Eviction Prevention.

**V. Additional Requirements**

The Contractor will:

- A. Comply with and document income eligibility requirements as required for the applicable funding source.
  - 1. Individuals served by local document recording fees and Commerce grant funds shall have incomes at or below 80% Area Median Income (AMI).
  - 2. Individuals served by the Veterans Fund shall have incomes at or below 60% AMI.
- B. Comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit E.
- C. Comply with all State of Washington Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the CHG Guidelines including periodic updates to the Guidelines which can be accessed at the following link: <https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>
- D. Comply with all Washington State Department of Commerce Emergency Housing Fund Grant requirements, eligible costs, policies, and procedures.
- E. Commit to ending homelessness in Whatcom County, per the CHG Guidelines, by:
  - 1. Prioritizing unsheltered homeless households for services.
  - 2. Assessing each household's needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.

3. Employing a progressive engagement service model.
  4. Prioritizing households likely to become homeless when using prevention rental assistance.
- F. Ensure that all costs incurred comply with CHG Guidelines.
- G. Commit to reporting complete quality data that is timely, truthful and accurate (per CHG Guidelines and HMIS User Agreement).
- H. Comply with eligibility requirements for serving indigent veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:

Elizabeth Witowski, Veterans Specialist  
 Whatcom County Health and Community Services  
 360-778-6050  
[EWitowsk@co.whatcom.wa.us](mailto:EWitowsk@co.whatcom.wa.us)

The Case Manager hired and funded by this contract must sign a timesheet that includes the following statement:

**I certify that my time charged to this contract is for working with indigent Veterans in accordance with Whatcom County Code 2.150 and 2.152 and RCW 73.08.005**

- I. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services – including deposits, rental payments, and completed home visits.
- J. Comply with the following housing pool referral procedure. When Contractor staff believes a referral from the HP is not a good fit for their program, a situation that should be rare, the following procedure must be followed:
  1. Contractor will submit a written description of the situation that justifies returning the client to the HIP.
  2. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HP case management services coordinator (or designee).
  3. The course of action mutually agree to at the case conference will be recorded in writing, constituting a binding agreement.
  4. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
- K. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
  1. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
  2. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
  3. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
  4. Informing prospective tenants that they need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
  5. In scattered sites, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address the issues of health and safety that arise, including that of suspected methamphetamine use. Whatcom County Health and Community Services (WCHCS) will provide case managers with free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated, whenever requested.
  6. Documenting in each client file that these expectations were communicated to the client/tenant.
- L. Require professional development training for direct service staff and supervisors.

M. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.

N. Attend meetings and events coordinated by WHSC.

## **VI. Reporting Requirements**

Current quarterly reporting templates for case management services may be accessed at:

<https://www.surveymonkey.com/r/Q66BQQC>. Additionally, a separate quarterly report, utilizing HMIS data, for households receiving case management services funded by the Veterans Assistance Fund shall be submitted to the WCHCS Housing Program Contract Administrator via email. Contractors will be notified via email of updates to reporting templates. Reports are due on April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>. WCHCS 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.

Quarterly reports will include:

- A. Number of households that received case management services.
- B. Number of households that received case management in the following categories: while staying in shelter/interim housing, in rapid re-housing program, in permanent supportive housing or housed with a voucher, prevention, or services only.
- C. Average length of time until housed for households that exited during the quarter.
- D. Number of households that exited the facility and the living situation they exited to.
- E. Number of eligible households referred for Targeted Eviction Prevention Funds
- F. Number of Targeted Eviction Prevention Funds households that were referred by agency that primarily serves households from marginalized communities
- G. Number of Targeted Eviction Prevention Funds households served that had a history of housing disruption due to a household member's race, ethnicity, gender identity, sexual orientation, or religion

Quarterly reports for households receiving case management services funded by the Veterans Assistance Fund will include:

- A. Number of Veterans served.
- B. Number of Veterans that obtained housing.
- C. Number of Veterans that maintained housing.
- D. Number of Veterans linked to health care.
- E. Number of people linked to non-health care services (VA benefits, employment, education, transportation, etc.).

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 agency signatory. In addition, all flex fund reimbursement requests must be accompanied by receipts and an updated copy of flex funds spreadsheet.



**Exhibit B – Amendment #11**  
(COMPENSATION)

I. **Source of Funding and Budget:** The source of funding for this contract, in an amount not to exceed \$1,488,823, is local document recording fees, the Veterans Assistance Fund, and the Washington State Department of Commerce Consolidated Homeless and Emergency Housing Fund Grants. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.

The contractor will be reimbursed for personnel hours and expenses that are compliant with program requirements and directly related to implementing the scope of work in Exhibit A. The budget for this contract is as follows:

Cost Description	Documents Required with Invoices Refer to Exhibits B.1 and B.2 for additional requirements	Budget
<b>Document Recording Fees (Jan-Dec)</b>		
<i>Personnel (salary, taxes, benefits):</i>	Expanded GL report for the period including federally approved fringe rate	\$200,355
Housing Case Managers		
Case Management Coordinator		
Homeless Housing Programs Manager		
Information & Referral Specialist		
Communications (does not include system upgrades or capital costs)	GL Detail	\$2,100
Printing & Duplicating		\$1,000
*Office Equipment & Supplies		\$2,000
Postage		\$250
Mileage	See Exhibit B.1(6.c and 6.d)	\$2,000
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location.		\$4,500
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$3,500
<b>Document Recording Fees Direct Costs SUBTOTAL</b>		<b>\$215,705</b>
Document Recording Fees Indirect @ 14%		\$30,198
<b>Document Recording Fee TOTAL</b>		<b>\$245,903</b>
<b>CHG Base Funds (2024)</b>		
Personnel – (salary, taxes, benefits): Case management and support staff	Expanded GL report for the period including federally approved fringe rate	\$131,774
Personnel – <i>funded by CHG – PSH FWC</i> for case management services for families with children in permanent supportive housing		\$2,429
<b>Consolidated Homeless Grant Base Funds Direct Costs SUBTOTAL</b>		<b>\$134,203</b>
Consolidated Homeless Grant Indirect @ 14%		\$18,788
<b>CHG Base Funds TOTAL</b>		<b>\$152,991</b>

<b>CHG Targeted Eviction Prevention 2024</b>		
Personnel – (salary, taxes, benefits):	Expanded GL report for the period including federally approved fringe rate	\$640,000
Housing Case Managers (4)		
Screening Specialist		
By and For Liaison		
Supervision		
Communications (does not include system upgrades or capital costs)	GL Detail	\$2,200
Printing & Duplicating		\$1,000
*Office Equipment & Supplies		\$3,000
Postage		\$325
Mileage	See Exhibit B.1(6.c and 6.d)	\$1,050
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$5,500
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location.	See Exhibit B.1(6.c and 6.d)	\$2,250
Language Interpretation and Translation Services	GL Detail and copies of paid invoices or receipts	\$1,500
<b>CHG EP Direct Costs SUBTOTAL</b>		<b>\$ 656,825</b>
CHG EP Indirect @ 14%		\$91,955
<b>Total CHG Targeted Eviction Prevention TOTAL</b>		<b>\$ 748,780</b>
<b>Emergency Housing Funds Grant (Jan-June 30, 2024)</b>		
Personnel – (salary, taxes, benefits): Housing Case Managers, Support Positions, and Supervision	Expanded GL report for the period including federally approved fringe rate	\$224,571
Mileage	See Exhibit B.1(6.c and 6.d)	\$1,000
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$2,500
<b>Emergency Housing Funds SUBTOTAL</b>		<b>\$228,071</b>
Emergency Housing Funds Indirect (14%)		\$31,929
<b>Emergency Housing Funds TOTAL</b>		<b>\$260,000</b>

<b>Veterans Funding (Jan-Dec)</b>		
Personnel – (salary, taxes, benefits): Case Manager (1 FTE– services delivered to eligible Veteran clients only; .15 FTE supervision)	Expanded GL report for the period including federally approved fringe rate	\$69,242
Communications	GL Detail	\$690
*Office Equipment & Supplies		\$400
Training	See Exhibit B.1(6.c and 6.d)	\$350
Mileage		\$500
VAF Direct Costs SUBTOTAL		\$71,182
VAF Indirect (14%)		\$9,965
Total VAF		\$81,148
<b>TOTAL OVERALL BUDGET</b>		<b>\$1,488,822</b>

- \* All allocated direct costs must be based on approved cost allocation plan. Per the Contractor's Federally approved Nonprofit Rate Agreement (Appendix I):
- i. Base indirect may be applied to total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds. The rental assistance payments are excluded from the Department of Housing and Urban Development (HUD) direct cost base.
  - ii. Base fringe benefits may be applied to salaries and wages excluding vacation, holiday, sick leave pay and other paid absences.

<b>Contractor's Invoicing Contact Information:</b>	
<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	

**Refer to Exhibits B.1 and B.2 for invoicing information.**

## 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 [AGeLevyns@co.whatcom.wa.us](mailto:AGeLevyns@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 Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

## 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 [AGeelyns@co.whatcom.wa.us](mailto:AGeelyns@co.whatcom.wa.us)

Submit invoices monthly, or as otherwise indicated in your contract.

### Verify that:

- 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 #11**  
**Special Terms and Conditions of Commerce Grants**  
**(Consolidated Homeless and Emergency Housing Fund)**

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.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce.”

**3. 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.

#### **4. 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.

#### **5. 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.

#### **6. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 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 \$750,000 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>.

#### **7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. INDEMNIFICATION**

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

**12. 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.

**13. 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.

**14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.



A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection
    - 2) The basis for the cost or price
    - 3) Justification for lack of competitive bids if offers are not obtained
  - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

#### 15. **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.

#### 16. **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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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 K Commerce Email

**From:** Dominguez, Norma (COM) <[norma.dominguez@commerce.wa.gov](mailto:norma.dominguez@commerce.wa.gov)>

**Sent:** Thursday, March 14, 2024 12:16 PM

**Cc:** Dodge, Kathryn (COM) <[kathryn.dodge@commerce.wa.gov](mailto:kathryn.dodge@commerce.wa.gov)>

**Subject:** Notification: Changes to your EHF contract fund source

**Importance:** High

TO: Emergency Housing Fund (EHF) Grantees

The State Fiscal Year (SFY) 2025 state supplemental operating budget was passed by the legislature on March 7 and contains important changes that impact your current EHF contract. (You can find the budget bill here: [co5950-S.PL.pdf \(wa.gov\)](#) and the specific information on page 74.)

- Your EHF contract was developed on a federal funds template and indicates a federal Assistance Listing Number of 21.027. It also notes that the funds are Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) from the Dept. of Treasury.
- The 2025 operating budget changes the fund source for your entire SFY24 EHF contract from CSLFRF to General Funds State (GFS). You will be receiving a contract amendment with this new updated information in the next couple of weeks. The amendment will completely replace the CSLFRF with GFS, replace the federal terms and conditions with state terms and conditions, and update the fund source.
- **This budget change means that your SFY24 EHF expenses, since July 1 forward, will be retroactively changed GFS. We know this impacts your Schedule of Expenditures of Federal Awards/SEFA reporting and hope this update helps you plan accordingly.**
- The SFY 2025 pass through has a specific carve out of \$1.5m so there will be a reduction (approximately .02%) to everyone's SFY 2025 award.

As we near the end of SFY 2024, please note the importance of spending! If you have funds you don't think you can spend this SFY (through June 2024) please let us know right away. The SFY24 funds do not carry over into SFY25. We can de-obligate those funds with the amendment and pass them to other grantees that may be able to use them.

The Homelessness Assistance Unit will be communicating other 2025 Supplemental Operating Budget updates soon!

Thank you,

*Norma Dominguez* (she/her) | Grant Coordinator

Office of Family and Adult Homelessness | Housing Division | Washington State Department of Commerce

1011 Plum Street

PO Box 42525

Olympia, WA 98504-2525

## Appendix I – Federally Approved Nonprofit Rate Agreement

### NONPROFIT RATE AGREEMENT

EIN: 91-0787820  
ORGANIZATION:  
Opportunity Council  
1111 Cornwall Ave., Suite C  
Bellingham, WA 98225

Date: 02/15/2024  
FILING REF.: The preceding  
agreement was dated  
03/17/2023

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

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#### SECTION I: INDIRECT COST RATES

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RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)	
	EFFECTIVE PERIOD				
TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
FINAL	01/01/2022	12/31/2022	12.00	All	All Programs
PROV.	01/01/2023	12/31/2023	12.80	All	All Programs
PROV.	01/01/2024	12/31/2025	14.00	All	All Programs

#### \*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds.

ORGANIZATION: Opportunity Council  
AGREEMENT DATE: 02/15/2024

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**SECTION I: FRINGE BENEFIT RATES\*\***

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<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	1/1/2022	12/31/2022	50.00	All	Regular Employees
FIXED	1/1/2023	12/31/2023	50.00	All	Regular Employees
FIXED	1/1/2023	12/31/2023	8.00	All	Supported Workers
PROV.	1/1/2024	12/31/2025	54.00	All	All Employees

**\*\* DESCRIPTION OF FRINGE BENEFITS RATE BASE:**

Salaries and wages excluding vacation, holiday, sick leave pay and other paid absences.

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## **SECTION II: SPECIAL REMARKS**

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### TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

### TREATMENT OF PAID ABSENCES:

The costs of vacation, holiday, sick leave pay and other paid absences are included in the organization's fringe benefit rate and are not included in the direct cost of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to employees for periods when they are on vacation, holiday, sick leave or are otherwise absent from work.

Note: The rental assistance payments are excluded from the Department of Housing and Urban Development (HUD) direct cost base.

### DEFINITION OF EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

The following fringe benefits are included in the fringe benefit rate(s):

FICA, WORKERS COMPENSATION, MEDICARE, STATE UNEMPLOYMENT, MEDICAL INSURANCE, RETIREMENT, ANNUAL/SICK LEAVE, HOLIDAYS, SCHOOL BREAKS, MILITARY LEAVE AND JURY DUTY.

The indirect cost rate(s) has/have been negotiated in compliance with the applicable Administration for Children and Families Program Instructions for the Head Start program (ACYF-PI-HS-05-01 and ACYF-PI-HS-08-03). ACYF-PI-HS-08-03, dated 5/12/2008, specifically defines "compensation" and limited the cost of "compensation" charged to any federally funded program to zero for any staff whose "compensation" exceeded the rate payable for level II of the Executive Schedule. As of January, 2022 the Executive Schedule Level II rate is \$199,300.

### NEXT PROPOSAL DUE DATE

A proposal based on actual costs for fiscal year ending 12/31/2023, will be due no later than 06/30/2024.

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**SECTION III: GENERAL**

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**A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

**B. ACCOUNTING CHANGES:**

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

**C. FIXED RATES:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.


**D. USE BY OTHER FEDERAL AGENCIES:**

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

**E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

**BY THE INSTITUTION:**

Opportunity Council  
\_\_\_\_\_  
(INSTITUTION)  
  
\_\_\_\_\_  
(SIGNATURE)  
Greg Winter  
\_\_\_\_\_  
(NAME)  
Executive Director  
\_\_\_\_\_  
(TITLE)  
2/22/24  
\_\_\_\_\_  
(DATE)

**ON BEHALF OF THE GOVERNMENT:**

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
(AGENCY)  
Arif M. Karim -S Digitally signed by Arif M. Karim -S  
Date: 2024.02.20 18:03:02 -06'00'  
\_\_\_\_\_  
(SIGNATURE)  
Arif Karim  
\_\_\_\_\_  
(NAME)  
Director, Cost Allocation Services  
\_\_\_\_\_  
(TITLE)  
02/15/2024  
\_\_\_\_\_  
(DATE)  
HHS REPRESENTATIVE: Elmas Martin  
TELEPHONE: (415) 437-7820