

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202306002 – 1

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Housing / 855040 Housing	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Catholic Community 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 #:	202306002	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

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

Is this contract the result of a RFP or Bid process?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center:	124112 / 121100 / 133100
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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):	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.
\$ 170,041	
This Amendment Amount:	
\$ 314,529	
Total Amended Amount:	
\$ 484,570	

Summary of Scope: This amendment extends the contract for an additional year, adds case management services, and updates the budget and scope of work to reflect the extended contract period. This contract provides funding to support 24/7/365 facility-based staffing and case management services at Francis Place, a permanent supportive housing facility.

Term of Contract:	6 Months	Expiration Date:	06/30/2024
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Contract Routing:	1. Prepared by:	JT	Date:	09/11/2023
	2. Health Budget Approval	JS	Date:	10/19/2023
	3. Attorney signoff:	RB	Date:	12/04/2023
	4. AS Finance reviewed:	A Martin	Date:	12/1/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2024-003	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT
FRANCIS PLACE**

PARTIES:

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

**AND CONTRACTOR:
Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225**

CONTRACT PERIODS:

**Original: 07/01/2023 – 12/31/2023
Amendment #1: 01/01/2024 – 12/31/2024**

**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 Exhibit A – Scope of Work, to add:
 - a. Definitions of Housing Pool, HMIS, and Whatcom Homeless Service Center.
 - b. Language for the description of case management services and income requirements for households and individuals served;
 - c. Compliance with the Housing Pool Referral Procedures;
 - d. Requirements for promoting public health in housing and preservation of housing stock;
 - e. Expectations for staff attendance at meetings and training.
 - f. Program outcomes and reporting requirements for case management;
 - g. Program reporting requirements for behavioral health support;
 - h. The requirement to report expenditures for the WA State Department of Commerce Annual Report;
 - i. Flex Funding Guidelines and related reporting requirements.
3. Amend Exhibit B – Compensation, to reflect the budget and funding sources for the extended contract period.
4. Add Exhibit D – Whatcom County Flex Fund Guidelines
5. Funding for this contract period (01/01/2024 – 06/30/2024) is not to exceed \$314,529.
6. Funding for the total contract period (07/01/2023 – 12/31/2024) is not to exceed \$484,570.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2024.

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.

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: _____
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

	Will Rice, Vice President	
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225
willr@ccsww.org

EXHIBIT "A" – Amendment #1
(SCOPE OF WORK)

I. Background and Purpose

The annual Point in Time Count of homelessness conducted in January of 2023, counted 1,059 people in Whatcom County who were experiencing homelessness, including 348 who were without shelter. Francis Place is a forty-two-unit apartment building owned and operated by Catholic Housing Services (CHS). Francis Place provides affordable permanent supportive housing to individuals exiting homelessness, including veterans, people with a history of homelessness and serious behavioral health problems, and individuals with a history of homelessness who require supportive services to remain stably housed. Catholic Community Services (CCS), a sister organization to CHS, provides residential services to tenants at Francis Place. This contract provides funding for 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability and a recovery-oriented life for its tenants and a positive relationship with neighborhood tenants and businesses.

II. Definitions

Housing Pool (HP) – Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.

HMIS – Washington's Homeless Management Information System Database

Permanent Supportive Housing (PSH) – Housing for a person with multiple barriers to employment and housing stability, which might include mental illness, substance use disorders and/or other disabling or chronic conditions. A comprehensive array of supportive services to address these barriers is available to each resident.

Whatcom Homeless Service Center (WHSC) – WHSC programs provide (1) a centralized coordinated system of access, (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing assistance for those that become homeless, (4) 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 24/7/365 facility-based staffing and maintain a positive and healthy living environment at Francis Place. The Contractor will meet the following obligations to support the program objectives of housing stability for residents and proactively maintaining positive relationships with neighboring residents and businesses.

- A. Actively engage residents in on-site recreational and social activities. Create opportunities for resident involvement in internal and external neighborhood volunteer activities. Operate all functions in the lobby office, including checking visitors in and out, answering phones and monitoring the security system.
- B. Maintain safety and security of all staff, residents and visitors by monitoring all general access areas and enforcing building rules, including street front.
- C. Work collaboratively with other CCS/CHS staff, Veterans Affairs staff and other outside service providers, to ensure the provision of coordinated services to residents. Assist case management staff by encouraging service-resistant residents to engage in treatment.
- D. 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.
- E. Ensure on-site staff receives training on policies and procedures.
- F. 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.

- G. Provide behavioral health management support by assisting residents and guests in making pro-social choices. Assist residents in remaining compliant with all components of their lease, including CCS' House Rules Addendum and Non-Tolerance for Criminal Activity Addendum.
- H. Respond to resident complaints and concerns in a timely manner.
- I. Provide move-in kits for new residents who are lacking resources for basic supplies needed; i.e., bedding, towels, dishes, etc.
- J. Provide bio-hazard cleanings of Francis Place apartments, when necessary.
- K. Address issues that threaten continued program participation and the safety of other residents or the immediate neighborhood. Respond to crises in a supportive way; keeping residents safe and contributing to a safe community. Initiate action as required, including contact with the emergency response system.
- L. Work closely with the Whatcom Homeless Service Center (WHSC) and other community stakeholders to guide the referrals of potential residents into the program. Collaborate with WHSC to create policy for prioritizing vulnerable individuals identified for PSH to the greatest extent possible.
- M. Provide initial and thereafter, annual training to on-site staff on Substance Use Disorders, Serious Mental Illness, Milieu Management, and Good Neighbor Policies and Procedures.
- N. Provide on-site security on a temporary basis through Risk Solutions Unlimited as needed, to support the safety and security of the inside and exterior areas around Francis Place.
- O. Provide Francis Place residents with onsite behavioral health services by a Behavioral Health Professional, when the position is filled. This position will also provide behavioral health consultation services for staff. Behavioral health services to be provided by this position may include:
 - 1. Screening residents to determine behavioral health needs; screening potential residents' behavioral health needs as they relate to housing placement and stability.
 - 2. Conducting assessments for residents with behavioral health issues, including mental health and substance use history for residents who are not engaged with a mental health or substance use disorder treatment provider.
 - 3. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services.
 - 4. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with behavioral health staff.
 - 5. Providing treatment and case management activities.
 - 6. Coordinating ongoing care with other professionals.
 - 7. Providing for an after-hours response system in the event of an emergency.
 - 8. Following relevant state statutes for provision of mental health treatment.
- P. 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 and maintain housing stability. Housing case management services will be provided to homeless individuals and households referred to Francis Place by the WHSC. On occasion, highly vulnerable adults temporarily staying in emergency shelter (to include motels) or living unsheltered may receive housing case management services pending move-in to Francis Place. Services and activities include:
 - 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, including Catholic Housing Services, related to relocating, 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 supportive housing stability subsequent to assistance.
- Q. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI). Income eligibility will be determined by the funding sources used for case management.
- R. Comply with State and Federal confidentiality laws and regulations.
- S. Complete and document CPR and first-aid training, including administration of naloxone, for all staff within their first six months of hire.

IV. Additional Requirements

The Contractor will:

- A. 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 input into HMIS include (but are not limited to) financial services – including deposits, rental payments and completed home visits.
- B. Comply with the HP Referral Procedure. When the Contractor's staff believes a referral from the HP is not a good fit for their program, a situation which should be rare, the following procedures must be followed:
 1. Contractor will submit a written description of the situation that justifies the denial of the client
 2. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor's staff, WHSC Housing Referral Specialist, and HP Case Management Services Coordinator (or designee).
 3. The course of action mutually agreed 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.
- C. 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 clients/tenants that they may need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 5. 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.
- D. Require professional development training for direct service staff and supervisors.
- E. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
- F. Attend meetings and events coordinated by the WCHCS Housing Program.

V. Program Outcomes and Reporting Requirements

- A. The services provided by the Contractor will deliver the following annual outcomes:
 1. Individuals in Permanent Supportive Housing at Francis Place will receive case management services.
 2. Clients residing in Francis Place and receiving case management from CCS and/or other programs will have a minimum housing retention rate of 90% each year.
 3. Clients awaiting openings at Francis Place will be provided with case management when capacity to do so is available; at least two (2) clients will receive this type of assistance annually.
 4. For clients who leave Francis Place, the Contractor will offer housing stability assistance by connecting them to affordable housing resources in an effort to avoid returns to homelessness.
- B. The Contractor is expected to meet the following outcomes in efforts towards achieving the goals of the Whatcom County Local Plan to End Homelessness, which are to:
 1. Reduce homelessness;
 2. Reduce time spent homeless;
 3. Increase the number of people moving into to permanent housing;
 4. Increase housing retention rates and reduce returns to homelessness; and
 5. Increase the number of people receiving behavioral health treatment and support.
- C. The Contractor will provide quarterly reports for PSH due by the 15th of the month following each annual quarter. The current reporting template* will be posted on the Whatcom County Health and Community Services Housing Program website which may be accessed at:
<https://www.surveymonkey.com/r/YVDLFS9>.

Reports will include:

1. Number of households that received supportive case management services.
2. Number of units at the facility, and unit occupancy.
3. Number of new admissions.
4. Number of denied referrals from Coordinated Entry.
5. Number of households that exited and where they exited to.
6. Number of 30-day Comply or Vacate, 3-Day Nuisance/Waste, and 60-Day Termination for Cause Notices issued.
7. Number of staff calls to Law Enforcement, Fire, EMTs, and other response teams, such as ART, MCOT, and Community Paramedics.
8. Number of neighbor complaints from residents and/or businesses.

9. Number of vacant staff positions supporting the program. Number of new individual treatment plans.
10. Number of clients that engaged with program's behavioral health clinician.
11. Number of residents that engaged in outside treatment programs (inpatient or outpatient).

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

- D. 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.

VI. 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 #1
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$314,529, is provided by the Behavioral Health Program Fund, Document Recording Fees and HB 1590 funds. The budget for this contract is as follows:

*Cost Description	**Documents Required with Each Invoice	Budget
Behavioral Health Program (BHP) Funds		
Personnel: Salaries + Benefits	****GL Detail	\$135,103
***BHP Fund Indirect @ 10%		\$13,510
BHP Fund Total		\$148,613
Document Recording Fees (DRF)		
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at a rate not to exceed the GSA's rate (per www.gsa.gov).	\$1,932
Staff Travel/Training	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include the name of the staff member, dates of travel, starting point and destination and a brief description of the purpose. Receipts are required for tuition, registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the GSA's rates, specific to location. Receipts for meals are not required.	\$3,000
Occupancy	GL Detail	\$5,220
Rental History/Background Checks		\$450
Bio-hazard Cleanings	GL Detail and copies of receipts or paid invoices	\$3,000
New Resident Move-in Kits		\$2,000
Flex Funds	Flex fund spreadsheet plus copies or receipts	\$1,250
SUBTOTAL		\$16,852
***DRF Indirect @ 10%		\$1,685
DRF TOTAL		\$18,537
HB 1590 Funds		
Housing Case Managers (3 FTE)	****GL Detail	\$107,120
Homeless Housing Program Director		\$16,608
Supplies	GL Detail and copies of receipts or paid invoices	\$5,853
Communications	GL Detail	\$4,400
SUBTOTAL		\$133,981
***1590 Indirect @ 10%		\$13,398
1590 Subtotal		\$147,379
GRAND TOTAL		\$314,529

* Changes to the line item budget that exceed 10% of the line item amount, must be approved in writing by the County's Administrative Officer.

** The County reserves the right to request additional documentation in order to determine eligible costs.

*** Indirect costs shall not exceed the percentage identified above.

**** The Contractor shall retain timesheets and make them available to the County upon request. The Contractor shall also submit composite rate worksheets as documentation for each staff member assigned to the program. These worksheets shall be submitted annually or when staff rate(s) change.

II. Invoicing

1. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“EXHIBIT D”

WHATCOM COUNTY FLEX FUNDS GUIDELINES

“Flex funds” are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor’s clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client’s emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

Allowable Costs: Allowable uses of client-specific expenditures of flex funds include the following:

- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver’s license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

Limitations: Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client’s individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed \$500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client. Flex funds may not be used to purchase retailer or merchant gift cards, vouchers, or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol, tobacco, or cannabis products.

Documentation: Requests for reimbursement of flex funds must include the attached form including the following:

- A. The person or organization funds were paid to.
- B. Date of transaction.
- C. A list of the goods and/or services purchased.
- D. The cost of the goods and/or services purchased.
- E. The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- F. The total amount of flex funds distributed to the client during the year.
- G. The service need addressed by the expenditure.
- H. Accompanying invoices and/or receipts.
- I. Evidence of administrative review of expenditures

See Attached Form

Contractor: Catholic Community Services			Contract: Francis Place – Contract #202306002			Period:		
Whatcom County Health and Community Services Flex Fund Documentation								
Paid To *	Date	Cost	Goods/Services Purchased	Client ID	Total \$ To Client this Year	Service Need	No Other Funding Available	Administrative Review
* ATTACH RECEIPTS FOR EACH PURCHASE								