

CONTRACT INFORMATION SHEET

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Michaela Mandala	
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 #:	202207001	

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

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

Is this contract the result of a RFP or Bid process?		Sole Source	124112 (\$397,593) /
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	133100 (\$250,975)

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
---	---



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: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 1,486,670	
This Amendment Amount:	
\$ 648,568	
Total Amended Amount:	
\$ 2,135,238	

Summary of Scope: This amendment extends the contract for an additional year, standardizes language in the scope of work, increases reporting requirements, and includes additional operating requirements.

Term of Contract:	1 Year	Expiration Date:	12/31/2025
-------------------	--------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	07/11/2024
	2. Health Budget Approval	SH	Date:	09/25/2024
	3. Attorney signoff:	Christopher Quinn	Date:	11/25/2024
	4. AS Finance reviewed:	M Caldwell	Date:	11/25/2024
	5. Contractor Program Manager Review:	LS Initial 	Date:	12/30/2024
	6. Executive Contract Review:	JS Initial 	Date:	1/6/2025
	7. Council approved (if necessary):	AB2024-852	Date:	12/03/2024
	8. Executive signed:		Date:	1/6/2025
	9. Original to Council:		Date:	



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – 22 North Permanent Supportive Housing Contract Amendment #8
DATE: **DECEMBER 30, 2024**

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature. This amendment extends the contract for an additional year, reorganizes the scope of work, and increases reporting and other operational requirements (including a policy for verifying tenant wellbeing). These expanded requirements are intended to capture the progress and efforts made to reduce site challenges. Quarterly reports will be made available to County Council following their submission to Health and Community Services. Further refinement to this contract is expected in mid-2025 following a comprehensive evaluation of the community's permanent supportive housing programs.

▪ **Background and Purpose**

22 North is a 40-unit apartment building that provides affordable, permanent supportive housing for individuals exiting homelessness. This contract provides funding for the Opportunity Council to provide 24/7/365 on-site supportive services and housing for people who have behavioral health disorders and who require these services to remain stably housed. Special populations to be served at 22 North include Veterans, young adults and individuals with a history of chronic homelessness.

▪ **Funding Amount, Eligibility and Source**

Funding for this contract period, in an amount not to exceed \$648,568, is provided by the Behavioral Health Program Fund and HB 1590. HB 1590 funding requires that households served make less than 60% AMI and Behavioral Health Funds require that all households served under this contract provide confirmation of mental or behavioral health diagnosis. These funds are included in the 2025 budget. Council authorization is required as funding for this contract period exceeds the initial consideration authorized by Council on 06/21/2022.

▪ **Differences from Previous Contracts**

Section	Differences
General Terms – Section 10.2, Extension	Extends contract for an additional year, through 12/31/2025
Exhibit A – Scope of Work	Updates contract language to reflect standardized language for PSH projects, increases reporting and operational requirements, and adds requirement for tenant wellbeing verification.
Exhibit B – Compensation	Update the budget to reflect the 2025 contract period
Exhibit E – Severe Weather Planning Template	Adds plan template to ensure client safety during severe weather and/or air quality degradation events.
Exhibit F – Partner Incident Report Template	Adds template to report facility incidents

Please contact Chris D'Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 (CDonofri@co.whatcom.wa.us) if you have any questions.



Whatcom County Contract Number:

202207001 – 8

WHATCOM COUNTY CONTRACT AMENDMENT 22 North

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:

Original:	07/01/2022 – 12/31/2022	Amendment #5:	07/01/2023 – 12/31/2023
Amendment #1:	09/21/2022 – 12/31/2022	Amendment #6:	01/01/2024 – 12/31/2024
Amendment #2:	01/01/2023 – 06/30/2023	Amendment #7:	04/15/2024 – 12/31/2024
Amendment #3:	04/01/2023 – 06/30/2023	Amendment #8:	01/01/2025 – 12/31/2025
Amendment #4:	04/17/2023 – 06/30/2023		

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 one year, as per the original contract “General Terms, Section 10.2, Extension”, through 12/31/2025.
2. Amend the original contract “General Terms, Section 37.1, Administration of Contract” and “General Terms, Section 37.2, Notice” to replace the County Contract Administrator’s contact information, as follows:
 Whatcom County Health and Community Services
 Michaela Mandala, Program Specialist
 509 Girard Street
 Bellingham, WA 98225
 360-778-6079
MMandala@co.whatcom.wa.us
3. Amend Exhibit A – Scope of Work, to update contract language to reflect standardized language for scopes of work for similar contract types and increase requirements for operations and reporting.
4. Amend Exhibit B – Compensation, to reflect the 2025 contract period.
5. Add Exhibit E – Severe Weather – Heat and Smoke Planning Template
6. Add Exhibit F – Partner Incident Report Template
7. Funding for this contract period (01/01/2025 – 12/31/2025) is not to exceed \$648,568.
8. Funding for the total contract period (07/01/2022 – 12/31/2025) is not to exceed \$2,135,238.
9. All other terms and conditions remain unchanged.
10. The effective start date of the amendment is 01/01/2025.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM:	<div>DocuSigned by:</div> <div><i>Ann Beck</i></div> <div>2B365BB0422344A</div>	1/6/2025
	Ann Beck, Community Health & Human Services Manager	Date
DEPARTMENT HEAD APPROVAL:	<div>DocuSigned by:</div> <div><i>Erika Lautenbach</i></div> <div>955C651A30374BD</div>	1/6/2025
	Erika Lautenbach, Health and Community Services Director	Date
APPROVAL AS TO FORM:	<div>Signed by:</div> <div><i>Christopher Quinn</i></div> <div>EC466FE5C88B4ED</div>	1/6/2025
	Christopher Quinn, Chief Civil Deputy Prosecutor	Date

FOR THE CONTRACTOR:

<div>DocuSigned by:</div> <div><i>Greg Winter</i></div> <div>CD16EF48E80C4CC...</div>	Greg Winter, Executive Director	1/6/2025
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

<div>DocuSigned by:</div> <div><i>Satpal Singh Sidhu</i></div> <div>1192C7C18B664E3...</div>	1/6/2025
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Opportunity Council
 1111 Cornwall Avenue
 Bellingham, WA 98226
Greg_Winter@oppco.org

EXHIBIT “A” – Amendment #8 (SCOPE OF WORK)

A. Background

The 22 North services team supports the behavioral health needs of residents through 1:1, on-site support offered during scheduled or as-needed meetings, including crisis intervention. Staff also coordinate access to behavioral health services on behalf of residents with other community behavioral health providers, contingent upon individual needs and preferences. This contract provides partial funding for 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability, opportunities for support with recovery from substance use disorder, and a positive relationship with neighborhood tenants and businesses.

Behavioral Health services are crucial in cases where a tenant is struggling with housing stability due to the mental or behavioral health conditions they are living with. This contract provides funds for sub-contracted professional Behavioral Health services that support tenants navigating the mental and/or behavioral health diagnosis they are living with, advising staff in addressing behavioral health challenges residents are experiencing, and by ensuring individual treatment plans are developed and adhered to in these processes.

The annual Point in Time Count of homelessness conducted in January of 2024, counted 846 people in Whatcom County who were experiencing homelessness, including 243 who were without shelter. The causes of homelessness include economic factors, family break up, behavioral health challenges, domestic violence, and a lack of a safe, affordable housing. Of those counted in the Whatcom County Point in Time Count, a significant number had characteristics of chronic homelessness, including those who had been homeless for over a year, had four or more episodes of homelessness in the last three years, and who are frequent users of community emergency services.

Permanent Supportive Housing (PSH) is an evidence-based best practice that uses permanent housing in which housing assistance (e.g., long-term leasing or rental assistance) and supportive services are provided to assist households with at least one member (adult or child) with a disability in achieving housing stability (HUD 2024). This approach aims to achieve and permanently maintain housing stability for PSH enrolled tenants. As a key intervention within the broader “housing continuum” for addressing homelessness, PSH helps those who cannot sustain housing stability in the open rental market without integrated support. Participants are expected to follow program guidelines and adhere to landlord/tenant regulations. Non-compliance, particularly if it poses a risk to the community, may lead to eviction and exit from the program.

22 North provides affordable, permanent supportive housing for people with behavioral health disabilities, and other vulnerable individuals who require supportive services to remain stably housed. This contract provides on-site support for residents through a services team composed of case management, 24-hour residential counselors, and services team management as a platform for recovery from, and reduction in, the severity of their behavioral health disabilities. This program entry procedures follows housing first and low barrier practices. Permanent rental subsidies utilized in this program are provided by outside sources.

As of July 2024, of the 94 residents 22N has housed since 2018: 100% have a disability, 98% have a mental or behavioral health disability, 67% have a physical disability, 41% have a chronic health condition, 46% are domestic violence survivors, and 34% have a substance abuse disorder.

As a partner of the homeless housing system, 22 North fulfills the goals and strategies of our Local Plan Update of our Five-Year Plan to End Homelessness, including strategies of increasing our supply of affordable and permanent supportive housing, and engaging in collaborative partnerships to increase our impact of reducing homelessness. Permanent supportive housing is an evidence-based best practice that has been shown to increase utilization of treatment resources and increase success rates for participants, while decreasing costs of emergency services.

Funding for this contract comes from 1590 funds requiring households served make less than 60% AMI and Behavioral Health Funds which requires all served under this contract provide confirmation of mental or behavioral health diagnosis.

B. Definitions

Coordinated Entry	A coordinated entry system assesses households in need of housing services to determine each household's urgency of need as well as the intervention type that would be most appropriate. The coordinated entry system refers households from the Housing Interest Pool to fill project vacancies as they occur. The system links individual households with partner agencies who provide the direct services for those clients.
Housing Interest 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.
Homeless Management Information System (HMIS)	HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.
Permanent Supportive Housing (PSH)	A long-term evidence-based best practice housing solution for vulnerable families and individuals with persistent challenges to stable housing. At least one-member (adult or child) in the household must be living with a disability. This intervention pairs affordable housing units with case management to support long-term stability and increase wellbeing of the household.
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 for people 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.

C. Statement of Work

By operating this 40-unit Permanent Supportive Housing (PSH) building, the Contractor will be responsible for the activities below, as well as any other activities identified by the Contractor as being necessary to meet the program objectives of maintaining building occupancy and increased housing stability for all occupants. The Contractor will:

1. Be responsible for providing 24/7/365 facility-based staffing and for the overall management of a positive, safe, and healthy living environment for tenants, staff, and visitors at 22 North.
2. Provide case management for up to 40 individual households residing at 22 North to remove barriers to housing stability and improve health and wellbeing for those individuals. This will include individualized service plans that focus on creating housing stability plans to help manage conflict, creating budgets to promote financial well-being, and resolving debt and/or credit challenges in order to make future independent tenancy more likely. Plans and progress will be documented in participant files.

Case management services will include:

- a. Working with participants to complete an assessment and a make plan to maintain their tenancy and improve their health and wellbeing;
- b. Helping participants to make progress on their goals through regular check-ins, including redirecting participants when needed and celebrating progress;
- c. Guidance for participants in remaining compliant with all components of their lease;

- d. Guidance and advocacy for participants in meeting the requirements of their rent subsidy such as assisting with paperwork requirements;
 - e. Development of participant-driven plans surrounding how to support the participant in a crisis offered at move-in and maintained annually;
 - f. Development of housing retention plans in response to lease enforcement;
 - g. For participants with Substance Use Disorder, development and maintenance of participant-driven, harm reduction or recovery-focused goals;
 - h. Transportation to important appointments that support housing stability;
 - i. Connect to resources to increase monthly funds;
 - j. Advising participants on safety and hygiene standards in their units during in-unit visits that occur at least quarterly;
 - k. Assistance with making reasonable accommodation requests for the participants' home to make it safe and accessible, such as requesting the installation of grab bars in a bathroom;
 - l. Using harm reduction strategies that aim to minimize the negative consequences of behaviors rather than insisting on abstinence, and meeting individuals where they are in their journey.
 - m. Immediate assistance and support during times of crisis to address urgent needs and prevent loss of housing;
 - n. Engagement with participants in on-site recreational and social activities to reduce isolation and promote integration where applicable;
 - o. Providing ongoing risk assessment and safety planning for participants who have been recent victims of domestic violence, dating violence, sexual assault, and stalking;
 - p. Regular evaluation of the effectiveness of services and interventions to ensure they are meeting the goals of housing stability and improving the quality of life for the participant.
 - q. Individuals referred from Coordinated Entry to 22 North will start receiving case management support to assist with completing required documents for entry and facilitating move-ins. Case management services will end if a referral is denied or if a tenant is exited from the program.
3. Further, the contractor will provide supportive services that facilitate and encourage connections to external community resources including, but not limited to:
- a. Mental and behavioral health services;
 - b. Substance abuse treatment;
 - c. Health care;
 - d. Payee services;
 - e. Training and education;
 - f. Employment;
 - g. Parenting classes;
 - h. Childcare;
 - i. Social networks;
 - j. Family/community reconciliation;
 - k. Other social safety net programs including SSDI, ABD, SNAP, Medicaid, etc.
4. The Contractor will provide 24/7/365 facility-based staffing and for the overall management of a positive, safe, and healthy living environment for tenants, staff, and visitors at 22 North. The Contractor will also be responsible to work proactively with neighboring residents and business owners to maintain positive relationships. Activities will include:

- a. ~~Maintaining safety and security of all staff~~, residents and visitors by monitoring all general access areas and enforcing building rules, including the street front.
 - b. 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.
 - c. Operating all functions in the lobby office, including managing visitor policy and procedures, answering phones, and monitoring the security system.
 - d. Providing a single phone number that is accessible to residents and neighboring businesses 24/7 where immediate concerns can be reported to a live person.
 - e. Utilizing harm reduction and client-centering practices in engagement with tenants.
 - f. Intervening in crises, responding to emergencies, and initiating action as required, including contact with emergency response systems.
 - g. Assisting case management staff in engaging residents through creative, resourceful strategies that build trust with staff.
 - h. Providing ongoing risk assessment and safety planning for participants who have been recent victims of domestic violence, dating violence, sexual assault, and stalking.
 - i. Assisting residents and guests in making pro-social choices.
 - j. In accordance with law, support recurring check-ins to verify tenant wellbeing by carrying out procedures that have been developed in partnership with WCHCS and legal counsel. This will include creating and enacting safety plans with tenants that support a variety of communication pathways that allow tenants to confirm their wellbeing.
5. Provide move-in kits for new residents who are lacking resources for basic supplies needed; i.e., bedding, towels, dishes, etc.
6. Provide bio-hazard cleanings of 22 North apartments, when necessary.
7. The Contractor may subcontract for professional clinical services to provide onsite Behavioral Health services to residents. This position will also provide behavioral health consultation services for staff. Behavioral health services provided by this position may include the following:
 - a. 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;
 - b. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services;
 - c. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with behavioral health staff;
 - d. Providing treatment and case management activities;
 - e. Coordinating ongoing care with other professionals;
 - f. Providing for an after-hours response system in the event of an emergency.
8. Opportunity Council staff will work with County Housing Program staff to provide ongoing monitoring of the program stability of 22 North by the county through the following activities, at a minimum:
 - a. Monthly on-site visits for meetings that will include division managers for services, property, and facilities divisions;
 - b. Participation in 22 North Task Force meetings;
 - c. County staff will continue to support and monitor OC efforts directed at continued improvements in the program, and may make additional recommendations for the OC to implement to build program stability and success in serving residents of 22 North. County staff will continue documentation of these, and other activities, by preparing quarterly briefs that will be shared with county council.

9. The Contractor will comply with Washington State Commerce's Homeless Management Information System (HMIS) "Agency Partner Agreement", data collection, and recording requirements.
10. The Contractor will coordinate activation and changes to their HMIS programs with the Whatcom County HMIS Coordinator located at the Whatcom Homeless Service Center.
11. The Contractor will keep HMIS program under their purview updated within 30 days of changes in program participant status.
12. All on-site staff will receive core trainings listed below within 6 months of their hire and no less than annually after their first training. Staff shall be trained to comply with relevant state and federal confidentiality laws and regulations.
 - a. Trauma Informed Care
 - b. Cultural competency on chronic homelessness
 - c. Motivational Interviewing
 - d. Mental Health First Aid
 - e. Basic First Aid and CPR
 - f. Behavioral Health and Substance Use Disorders
 - g. De-escalation and crisis intervention
 - h. Racial equity
 - i. LGBTQIA+ Inclusion
 - j. Supporting survivors of domestic violence and sexual assault
 - k. CE entry policies and procedures
 - l. Fair Housing and Landlord Tenant Law
 - m. Housing First and PSH
 - n. Harm reduction
 - o. HMIS

D. Program Outcomes and Reporting Requirements

1. The Contractor will promptly report operational disruptions, changes in location and changes in program leadership to County Contract Administrator.
2. During this contract period, 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:
 - Reduce homelessness;
 - Reduce time spent homeless;
 - Increase number of people moving into permanent housing;
 - Increase housing retention rates and reduce returns to homelessness; and
 - Increase number of people receiving behavioral health treatment and support.
3. The services provided by the Contractor will deliver the following annual outcomes:
 - a. Residents at 22 North will have case management services available. Residents will be offered 1-on-1 meetings with their case manager monthly at minimum.
 - b. Clients residing in 22 North and receiving case management from OC and/or other programs will have a minimum housing retention rate of 80% each year.

- c. Clients awaiting openings at 22 North will be provided with case management to help collect documents needed for program intake.
- d. For clients who leave 22 North, the Contractor will offer housing stability assistance by connecting them to affordable housing or shelter resources in an effort to avoid returns to street homelessness.
 1. Staff will make at least four outreach efforts with neighbors and nearby businesses to proactively maintain good neighborhood relationships
 2. At least 50% of residents will engage with a primary care provider, general practitioner, and/or mental/behavioral health clinician annually
 3. At least 30% of residents (including those participating in the VA Supportive Housing program) will participate in pro-social community activities facilitated by staff.
4. Current quarterly reporting templates for permanent supportive housing programs may be accessed at: <https://www.surveymonkey.com/r/YVDLFS9>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due on April 15th, July 15th, October 15th, and January 15th. Whatcom County Health and Community Services may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter. Reports will include:
 - a. Number of households that received supportive case management services.
 - b. Number of units at the facility, and unit occupancy.
 - c. Number of new admissions.
 - d. Number of denied referrals from Coordinated Entry.
 - e. Number of households that exited and where they exited to.
 - f. Number of 30-day Comply or Vacate, 3-Day Nuisance/Waste, and 60-Day Termination for Cause Notices issued.
 - g. Number of staff calls to Law Enforcement, Fire, EMTs, and other response teams, such as ART, MCOT, and Community Paramedics.
 - h. Number of neighbor complaints from residents and/or businesses.
 - i. Number of vacant staff positions supporting the program.
 - j. Number of community meetings and mental health support groups and number of attendees.
 - k. Number of new individual treatment plans.
 - l. Number of clients that engaged with the program's Behavioral Health Clinician.
 - m. Number of residents that engaged in outside treatment programs (inpatient or outpatient).
6. 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.

E. Additional Requirements

1. 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.
2. Grievances: Ensure that program participants and applicants understand their rights to file grievances with the Whatcom County Health and Community Services Department are provided full access to a grievance filing process. Grievance policies must be submitted to Whatcom County Health and Community Services Department at program onset and whenever updated.
3. Incident Reporting: Contracted party will submit incident reports to Whatcom County Health and Community Services no more than 3 business days after reportable incidents occur. Reportable incidents are those that

include: property damage over \$3,000, fatality within the program, serious injury, or imminent threats of harm. A template is available in Exhibit F but an agency Incident Report may be submitted alternatively.

4. **Program Monitoring:** The contractor should anticipate being monitored by Whatcom County to ensure that services and funds are being offered as described in the statement of work and program requirements. Monitoring will typically include but is not limited to a self-assessment; a review of the program's policy/procedures manual, job descriptions, conflict of interest policies, fiscal control policies and procedures, and staff list; an on-site file review, and interviews with agency staff. Programs that are out of compliance will be required to complete activities in a corrective action plan. Whatcom County reserves the right to additional monitoring as described in section 33.1.
5. **Recapturing Unspent Funds:** The Contract Administrator will review the program's spenddown at the halfway mark and three quarters of the way through the contract to ensure that the funds are being spent down at an appropriate rate. If the program is significantly underspending, conversations will be initiated and the Contract Administrator may recommend recapturing funds that are not expected to be spent so they may be reallocated to other programs.
6. **Severe Weather and Smoke Planning:** Within one month of contract execution and following with annual updates, the contractor shall submit to Whatcom County a Severe Weather and Smoke Plan. A simple template is available in Exhibit E, but a more thorough version may be submitted as an alternative.

EXHIBIT “B” – Amendment #8
(COMPENSATION)

Budget and Source of Funding: The source of funding for this contract period (01/01/2025 – 12/31/2025), in an amount not to exceed \$648,568, is the Behavioral Health Program Fund and HB 1590 funds. The budget for this contract period is as follows:

*Cost Description	Documents Required with Each Invoice	Budget
Behavioral Health Program Fund		
Residential Counselors (3.25 FTE)	<ul style="list-style-type: none">Expanded GL report for the period including fringe rateInvoices for Professional services	\$247,574
3 rd Party Contracted Professional Behavioral Health Services (1 FTE)		\$89,752
Maintenance Tech (0.2 FTE)		\$11,440
BHF Subtotal		\$348,766
Behavioral Health Program Fund Indirect Costs (14%)		\$48,827
BHF Total		\$397,593
HB 1590 Funds		
Case management (1.5 FTE), Community Engagement Coordinator (0.5 FTE), Residential Support Coordinator (0.25 FTE), PSH Program Manager (0.25 FTE), Resident Counselor (0.75)	Expanded GL report for the period including fringe rate	\$202,737
*Insurance	Paid invoices or receipts	\$11,916
*Supplies		\$3,400
*Staff Travel & Training	See Exhibit B.1 (6c. and 6.d)	\$1,000
Mileage		\$500
*Move-In Kits and Supplies for New Residents	Paid invoices or receipts	\$600
1590 Subtotal		\$220,153
1590 Fund Indirect Costs (14%)		\$30,822
HB 1590 Total		\$250,975
TOTAL FUNDING		\$648,568

* All costs must be direct costs attributable to this program.

- Time records must be available that support time worked on the program.
- Occupancy compensation is limited to dedicated program space.
- Utilities, rent and depreciation may be charged proportionally based on square footage.
- Copier costs may be charged based on actual program usage.
- If the insurance premium identifies a cost to attributable to the contracted program it may be charged as a direct expense.

Contractor's Invoicing Contact Information:	
Name	David Grote
Phone	360-734-5121 x1230
Email	david_grote@oppco.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and 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 and MMandala@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 15th of the month, following the month of service, except for January and July where the same is due by the 10th 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). 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), 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.

11. Submitted invoices must include a cover sheet with the following information, dated and signed:

- The statement, "I certify that the materials have been furnished, the services rendered, or the labor performed as described in this invoice."
- Monthly spenddown report showing:

		Amt invoiced by contract month													
Item	Amt awarded	1	2	3	4	5	6	7	8	9	10	11	12	Percent spent	Total remaining
Item1															
Item2															
Item3															
Total															

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

☐ Send the invoices to the correct address:

HL-BusinessOffice@co.whatcom.wa.us and MMandala@co.whatcom.wa.us

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

Verify that:

- ☐ invoices include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- ☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

EXHIBIT "E"

WHATCOM COUNTY
Health and Community Services



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

Severe Weather – Heat and Smoke Planning

Organization: _____

Program Name(s): _____

Date: _____

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

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

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

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

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

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

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

509 Girard Street
Bellingham, WA 98225-4005



WHATCOM COUNTY
**HEALTH AND
COMMUNITY
SERVICES**

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

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

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

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

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

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

EXHIBIT "F"

WHATCOM COUNTY
Health and Community Services



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

PARTNER INCIDENT REPORT

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

INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ AM or PM

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

Was 911 called? _____ If not why? _____

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

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

Additional Employee Comments:

PERSON FILING REPORT

Reporter: _____ Title/Role: _____

Signature: _____ Location of Event: _____

COUNTY STAFF

Recipient: _____ Date: _____ Others Notified: _____

Notes: