

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202207001 – 5

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	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?	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?	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center:	124112 / 127100 / 133100
Yes <input type="checkbox"/> No <input checked="" 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):	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.
\$ 533,552	
This Amendment Amount:	
\$ 304,550	
Total Amended Amount:	
\$ 838,102	

Summary of Scope: This contract provides funding for 24/7/365 facility-based staffing at the 22 North permanent supportive housing facility to ensure a safe, supportive living environment. This amendment extends the contract through 12/31/2023, updates the budget to reflect the extended contract period and updates the Contractor's federally approved indirect cost rate.

Term of Contract:	6 Months	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	03/13/2023
	2. Health Budget Approval	KR	Date:	05/05/2023
	3. Attorney signoff:	RB	Date:	05/09/2023
	4. AS Finance reviewed:	A. Martin	Date:	5/30/2023
	5. Contractor Program Manager Review:	WJ DS	Date:	6/21/2023
	6. Executive Contract Review:	BSR	Date:	6/21/2023
	7. Council approved (if necessary):	AB2023-382	Date:	06/20/2023
	8. Executive signed:		Date:	6/22/2023
	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 #4

DATE: JUNE 21, 2023

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature.

▪ **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. This amendment a) extends the contract for an additional six months, through 12/31/2023, b) changes the indirect rate from 12% to 12.8% to align with the Opportunity Council's new, federally approved indirect rate and reduces line item amounts to reflect this change, and c) adds funding to the Behavioral Health position to provide compensation for the full 6-month period of this amendment, as the previous amendment reflected a 3-month period. In 2024, the contract will align with a January through December contract period pending continued successful performance in 2023.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$304,550 during this contract period (07/01/2023 – 12/31/2023) and \$838,102 during the entire contract period (07/01/2022 – 12/31/2023) is provided by the Behavioral Health Program Fund, local 1590 funding and Mental Health Millage. These funds are included in the 2023 budget. Council authorization is required as the additional funding provided by this amendment exceeds 10% of the amount authorized by Council on 03/21/2023.

▪ **Differences from Previous Contracts**

Section	Amendment Purpose
General Terms – Section 10.2 – Extension	Extends contract through 12/31/2023
Exhibit B – Compensation	<ul style="list-style-type: none"> Revises budget to reflect a six-month contract period; Increases indirect rate from 12% to 12.8% and reduces line items to allow for this change; and Adds funding to support the Behavioral Health position for 6 months.

Please contact Ann Beck, Community Health & Human Services Manager at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.



Whatcom County Contract Number:

202207001 – 5

**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 #3:	04/01/2023 – 06/30/2023
Amendment #1:	09/21/2022 – 12/31/2022	Amendment #4:	04/17/2023 – 06/30/2023
Amendment #2:	01/01/2023 – 06/30/2023	Amendment #5:	07/01/2023 – 12/31/2023

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 six months, as per the original contract “General Terms, Section 10.2, Extension through 12/31/2023.
2. Amend Exhibit A – Scope of Work, (A.) to update information on the 2023 Point in Time Count.
3. Amend Exhibit B – Compensation, to a) reflect a six-month contract period (07/01/2023 – 12/31/2023), b) reduce budget line items to allow for the increase in the indirect rate from 12% to 12.8%, and c) increases funding for the Mental Health Specialist position to reflect a 6-month period (funding previously reflected a 3-month period).
4. Funding for this contract period (07/01/2023 – 12/31/2023) is not to exceed \$304,550.
5. Funding for the total contract period (07/01/2022 – 12/31/2023) is not to exceed \$838,102.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 07/01/2023.

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: DocuSigned by: Ann Beck 6/21/2023
2B365BB0422344A...
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 6/21/2023
955C651A30374BD...
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 05/09/2023
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Greg Winter 6/21/2023</u> <u>555C420154704A0...</u>	Greg Winter, Executive Director	6/21/2023
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 6/22/2023
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

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

EXHIBIT "A" – Amendment #5
(SCOPE OF WORK)

A. Background

The 2023 Point in Time census counted 1,059 people experiencing homelessness in Whatcom County. 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. 22 North provides affordable, permanent supportive housing for young adults (18-24 years old), people experiencing serious behavioral health problems, and other vulnerable individuals who require supportive services to remain stably housed. The purpose of this contract is to provide partial support for 24/7/365 facility-based staffing to ensure a safe, supportive living environment conducive to housing stability, a recovery-oriented life for residents, and a positive relationship with neighborhood tenants and businesses. As a partner of the homeless housing system, 22 North fulfills the goals and strategies of our Local Plan Update of our Ten-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.

B. Definitions

Permanent Supportive Housing (PSH) – Housing for a person with multiple barriers to employment and housing stability, which might include mental illness, chemical dependency, and/or other disabling or chronic conditions. Comprehensive arrays of supportive services are made available to the resident.

C. Statement of Work

The Contractor will be responsible to provide 24/7/365 facility-based staffing and for the overall management of a positive, safe, and healthy living environment at 22 North. The Contractor will also be responsible to work proactively with neighboring residents and business owners to maintain positive relationships.

The Contractor will be responsible for meeting the following obligations deemed necessary to meet the program objectives of increased housing stability for homeless individuals housed at 22 North, as well as good neighbor behavior:

1. Support new residents to develop crisis plans and housing retention plans. Ensure maintenance of safety and hygiene standards through regular in-unit visits from staff.
2. Create a positive community among residents by actively engaging residents in on-site recreational and social activities. Create opportunities for resident involvement in internal and external neighborhood volunteer activities. Operate all functions in lobby office, including checking visitors in and out, answering phones, and monitoring the security system.
3. Maintain safety and security of all staff, residents and visitors by monitoring all access areas and consistently enforcing building rules, including street front.
4. Work collaboratively with Northwest Youth Services, Veterans Affairs staff, and other outside service providers to ensure provision of coordinated services to residents. Assist case management staff by encouraging residents to engage in supportive services and reporting changes in behavior.
5. Proactively establish positive relationships with neighborhood residents and businesses and respond to neighborhood complaints promptly and professionally. Establish a policy that outlines 22 North tenant and staff expectations of good neighbor behaviors. Ensure on-site staff receive supervision and training on policy and procedures.
6. Establish a single phone number accessible 24/7 to residents and neighboring businesses where immediate concerns can be reported to a live person. This phone number must be posted on a front-facing window of the building.
7. Provide behavioral management support by helping residents and guests make pro-social choices. Assist residents to remain in compliance with all components of their lease, including the House Rules addendum and Non-tolerance for Criminal Activity addendum. Respond to resident complaints in a timely manner.
8. Address issues that threaten continued program participation and the safety of other residents or the immediate neighborhood. Respond to crises in a supportive manner; keep residents safe; and encourage residents to contribute to creation of a safe community. Initiate action as required, including contact with the emergency response system.

9. Work closely with Whatcom Homeless Service Center and other community stakeholders to determine the referrals of potential residents into the program. Follow the Homeless Service Center policy for prioritizing individuals identified for PSH at 22 North.
10. All on-site staff will receive training on Substance Use Disorders, Serious Mental Illness, Milieu Management, de-escalation skills, and Good Neighbor Policies and Procedures within 90 days 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.
11. A .25 case management position, previously included in Whatcom County contract #201805007, will continue to provide case management services for residents of 22 North. Funding for this position is used as a 25% match for HUD Continuum of Care funding to support this same position, and is required to qualify for HUD funding. Funding for an additional case manager is provided with this contract.
12. Distribute and report flex funds as appropriate and in accordance with Whatcom County Flex Fund Guidelines set forth in Exhibit D. The Flex Fund spreadsheet must be signed by an authorized agency signatory and all flex funds must be accompanied by receipts.
13. Provide onsite behavioral health services by a Behavioral Health Professional for residents. This position will also provide behavioral health consultation services for staff. Behavioral health services provided by this position may include the following:
 - a. Facilitate engagement of residents through creative, resourceful strategies that build trust and confidence.
 - b. Promote and facilitate connection to services by conducting psycho-social assessments for residents experiencing 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.
 - c. Provide individual counseling and information and referral services to residents, as needed.
 - d. Assist in the initiation, facilitation and promotion of on-site activities, as applicable.
 - e. Intervene in crises and assist with building rule enforcement and lease compliance, as necessary. Provide support to other staff and clients in dealing with crises.
 - f. Work cooperatively with case managers and other program and partner staff and assist with the coordination of services to guests.
 - g. Process and maintain required paperwork and documentation, including clinical notes, as applicable. Maintains HIPAA compliant records safeguarding residents' information and working with community providers appropriately.
 - h. Conduct community meetings and mental health support groups for residents and guests.
 - i. Assist with other facility functions, as assigned.
 - j. Work with residents and other staff to identify needs for additional services, groups and activities. Work with staff, outside service providers and community resources to initiate and facilitate these services and activities.
 - k. Develop a file and charting for all provider contacts on residents engaged in formal behavioral health services.
 - l. Complete an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment and behavioral health staff.
 - m. Provide treatment and case management activities.
 - n. Coordinate ongoing care with other professionals.
 - o. Provide for an after-hours response system in the event of an emergency.
 - p. Follow relevant state statutes for provision of mental health treatment.
14. 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: Weekly meetings between county staff and 22 North program management; monthly on-site visits; bi-weekly case management staff meetings; and participation in 22 North Task Force meetings. 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 monthly monitoring reports.

D. Program Outcomes and Reporting Requirements

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 Update to the 10 Year 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.

Current quarterly reporting templates for permanent supportive housing programs may be accessed at:

<https://www.whatcomcounty.us/DocumentCenter/View/69030/Permanent-Supportive-Housing-Contract-Quarterly-Report-Template-Fillable-8-22>. 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 Department 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:

1. Number of household units of capacity at the facility.
2. Number of occupied units on the last day of the quarter.
3. Number of new admissions during the quarter.
4. Total number of households that exited the facility and the living situation they exited to.
5. Total number of individuals that received behavioral health services from the behavioral health specialist funded by this contract.

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.

**EXHIBIT "B" – Amendment #5
(COMPENSATION)**

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$304,550, is Mental Health Millage, the Behavioral Health Program Fund and local 1590 funds. The budget for this contract period (07/01/2023 – 12/31/2023) is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Mental Health Millage Funding		
Personnel – Salary & benefits for resident coordinators	GL Detail	\$7,726
MH Millage Subtotal		\$7,726
1590 Funds		
Personnel – Salary & benefits for resident coordinators	GL Detail	\$161,169
Personnel - .25 Case Manager for HUD Match and additional full-time case manager		\$48,250
Personnel – Salary & benefits for facilities maintenance staff		\$5,720
Supplies and Food to Support Community Meals and Gatherings	Paid invoices or receipts	\$1,750
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 dates of travel and starting point and destination. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$500
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the 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).	\$250
Move-In Kits and Supplies for New Residents	Paid invoices or receipts	\$300
1590 Funds Subtotal		\$217,939
Behavioral Health Program Fund		
Personnel – Salary & benefits for 1 FTE Behavioral Health Specialist	GL Detail	\$44,327
Behavioral Health Funds Subtotal		\$44,327
SUBTOTAL OF DIRECT COSTS		\$269,992
Mental Health Millage **Indirect Costs (12.8%)		\$989
1590 Funds **Indirect Costs (12.8%)		\$27,896
Behavioral Health Program Fund **Indirect Costs (12.8%)		\$5,673
TOTAL		\$304,550

* Changes to the line item budget that exceed 10% of the total budget for this period (07/01/2023 – 12/31/2023) must be pre-approved in writing by the County's Administrative Officer.

** Indirect costs shall not exceed the Contractor's federally approved indirect rate.

II. Invoicing

1. The Contractor shall send invoices and all invoice-related communication to HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices up to two times per month in a format approved by the County. Invoices should be received no later than the 15th of each month for the previous month expenditures. Invoices submitted for payment must include the documentation specified in "Documents Required with Each Invoice" 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 the 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 Services: The Contractor shall not bill the Health Department for services performed or provided under this contract, and the Health Department 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.