

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202112006 – 2

Originating Department:	85 Health and Community Services
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:	Sean Humphrey House

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 #:	202112006	

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):	ALN#:
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?	Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s):	121100



Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" 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 checked="" 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"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
\$ 52,600	
This Amendment Amount:	
\$ 59,000	
Total Amended Amount:	
\$ 111,600	

Summary of Scope: This amendment extends the contract for an additional year and provides additional funding for a second adult family home that will be operated by Sean Humphrey House for the same purpose. This contract provides funding to support operations and maintenance at Sean Humphrey House.

Term of Contract:	1 Year	Expiration Date:	12/31/2024
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Contract Routing:	1. Prepared by:	JT	Date:	09/20/2023
	2. Health Budget Approval	KR/JS	Date:	11/13/2023
	3. Attorney signoff:	RB	Date:	11/14/2023
	4. AS Finance reviewed:	A Martin	Date:	11/21/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	12/7/2023
	8. Council approved (if necessary):	AB2023-821	Date:	12/05/2023
	9. Executive signed:		Date:	12/7/2023
	10. Original to Council:		Date:	



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Sean Humphrey House – Operations & Maintenance Contract Amendment #2
DATE: DECEMBER 6, 2023

Attached is a contract amendment between Whatcom County and Sean Humphrey House for your review and signature.

- **Background and Purpose**

This contract provides essential funding for facility operating expenses. This amendment extends the contract for an additional year and adds \$29,500 in funding and requirements for a second Whatcom County shared residence, owned and operated by Sean Humphrey House and offering the same level of support for an additional six individuals living with HIV/AIDS. This is a sole source contract as Sean Humphrey House is the only adult family home provider in Whatcom County offering care solely for individuals living with HIV/AIDS who are also experiencing housing instability after exiting homelessness.

- **Funding Amount and Source**

Funding for this contract period (01/01/2024 – 12/31/2024) may not exceed \$59,000 and is provided by HB 2060 low-income housing funds. These funds are included in the 2024 budget. Council authorization is required as funding exceeds \$40,000.

- **Differences from Previous Contracts**

Section	Differences
General Terms – Section 10.2, Extension	Extends contract through 12/31/2024
Exhibit A – Scope of Work	Adds requirements for a second home owned and operated by Sean Humphrey House to be used as a second adult family home for people living with HIV/AIDS
Exhibit B – Compensation	Reflects the budget for the extended contract period and support for a second family home

Please contact Christopher D'Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 (CDonofri@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.

Encl.

Whatcom County Contract Number:

202112006 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
Sean Humphrey House
1630 H Street
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 01/01/2022 – 12/31/2022
Amendment #1: 01/01/2023 – 12/31/2023
Amendment #2: 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 one year, as per the original contract “General Terms, Section 10.2, Extension”.
2. Amend Exhibit A – Scope of Work, to add requirements for expanding program services to a second adult family home that will be owned and operated by Sean Humphrey House, which is expected to open by 01/01/2024 and will serve an additional six individuals.
3. Amend Exhibit B – Compensation, to include \$59,000 for Sean Humphrey House, and additional annual funding for a second adult family home with capacity to serve up to six individuals at one time.
4. Funding for this contract period (01/01/2024 – 12/31/2024) is not to exceed \$59,000.
5. Funding for the total contract period (01/01/2022 – 12/31/2024) is not to exceed \$111,600.
6. All other terms and conditions remain unchanged.
7. 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: DocuSigned by:
Ann Beck
2B365BB0422344A 12/6/2023

Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:
Erika Lautenbach
955C651A30374BD... 12/6/2023

Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by:
Royce Buckingham
1EE5DDDBD9542404 12/7/2023

Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

DocuSigned by: <i>Elizabeth Page</i> AF40F67741134D9...	Elizabeth Page, Executive Director	12/7/2023
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu
1192C7C18B664E3... 12/7/2023

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Sean Humphrey House
 1630 H Street
 Bellingham, WA 98225
director@seanhumphreyhouse.org

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

I. Background

Sean Humphrey House is one of two Adult Family Homes licensed by the State of Washington, and the only one in Whatcom County to provide a residence, meals, medical management services, counseling, recreational activities, and other support to individuals living with HIV/AIDS. The six studio apartments and community living space provide homes for extremely low-income Whatcom County residents who are unable to live independently.

In 2023, Sean Humphrey House purchased and renovated a second Adult Family Home, enabling them to serve an additional six individuals living with HIV/AIDS. This second home is expected to open and begin accepting referrals by January 1, 2024. The same level and type of support offered through this contract for Sean Humphrey House will be provided for the new home.

II. Statement of Work

Sean Humphrey House will provide a supportive and managed home environment that includes services such as daily medical management and medication oversight by trained and professionals, individual case management, hygiene and nutritional care, and emotional support in both of these homes. Sean Humphrey House will also provide necessary medications, community activities, and transportation to appointments both within and outside of Whatcom County. Residents will each be served three meals per day.

This contract provides essential funding for necessary expenses, including routine maintenance, repairs of the facility, office and administration support, and recurring utility payments for two adult family homes. It will also fund ongoing expenses associated with the daily operations of the organization such as equipment, supplies, and other administrative needs.

III. Reporting Requirements

Sean Humphrey House will send a brief monthly narrative describing community activities and any significant programmatic changes for the two homes to the Whatcom County Health and Community Services (WCHCS).

WCHCS may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

Additionally, the County is required to report 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 required expenditure information in a timely manner.

EXHIBIT "B" – Amendment #2
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$59,000, is provided by HB 2060 low-income housing funds. The budget for this contract is as follows:

Cost Description	*Documents Required Each Invoice	**Budget
Utilities (Phone, Internet, Electric, Gas, Water, etc.)	GL Detail; copies of receipts or paid invoices	\$32,100
Operating Expenses (includes routine maintenance, janitorial, and repairs)		\$11,600
Office/Administration Support		\$15,300
TOTAL		\$59,000

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

** Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. **Invoicing**

- 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.
- The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
- 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.
- 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.

- 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.