

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202212016 - 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:                         | Lake Whatcom Residential & Treatment Center  |

|   |  |   |                             |
|---|--|---|-----------------------------|
| 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 #: | 202212016                               |                             |

|  |  |                     |  |
|--|--|---------------------|--|
| 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): | 22-32 | Contract Cost Center: | 127100 |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                |       |                       |        |

|   |   |
|---|---|
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> Yes <input checked="" 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 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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> :<br>1. Exercising an option contained in a contract previously approved by the council.<br>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.<br>3. Bid or award is for supplies.<br>4. Equipment is included in Exhibit "B" of the Budget Ordinance<br>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. |
| \$ 29,153   |  |
| This Amendment Amount:  |  |
| \$ 49,467   |  |
| Total Amended Amount:   |  |
| \$ 78,620   |  |

Summary of Scope: This amendment revises the scope of work, reporting requirements and performance measures and increases funding to support the extended contract period. This contract provides funding for services to support the federal Sponsor Based Rental Assistance (SBRA) Program.

|                   |                                     |                  |                  |
|-------------------|-------------------------------------|------------------|------------------|
| Term of Contract: | 1 Year                              | Expiration Date: | 12/31/2024       |
| Contract Routing: | 1. Prepared by:                     | JT               | Date: 09/13/2023 |
|                   | 2. Health Budget Approval           | KR/JS            | Date: 11/20/2023 |
|                   | 3. Attorney signoff:                | RB               | Date: 11/20/2023 |
|                   | 4. AS Finance reviewed:             | A Martin         | Date: 11/20/2023 |
|                   | 5. IT reviewed (if IT related):     |                  | Date:            |
|                   | 6. Contractor signed:               |                  | Date:            |
|                   | 7. Executive Contract Review:       |                  | Date:            |
|                   | 8. Council approved (if necessary): | AB2023-806       | Date:            |
|                   | 9. Executive signed:                |                  | Date:            |
|                   | 10. Original to Council:            |                  | Date:            |

**WHATCOM COUNTY CONTRACT AMENDMENT  
LEASING SPECIALIST**

**PARTIES:**

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

**AND CONTRACTOR:  
Lake Whatcom Residential & Treatment Center  
3600 Meridian Street  
Bellingham, WA 98225**

**CONTRACT PERIODS:**

**Original: 01/01/2023 – 12/31/2023  
Amendment #1: 04/17/2023 – 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**

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**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms and conditions 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 anticipated changes in local administration of HUD CoC rental assistance; provide complete description of sponsor support; provide clarification of state CBRA rental assistance; and update reporting requirements.
3. Amend Exhibit B – Compensation, to update the budget to reflect the extended contract period which includes a \$20,314 increase over the previous contract period to further supplement the program's actual costs.
4. Funding for this contract period (01/01/2024 – 12/31/2024) is not to exceed \$49,467
5. Funding for the total contract period (01/01/2024 – 12/31/2024) is not to exceed \$78,620.
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.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Ann Beck, Community Health & Human Services Manager Date

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

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Jenny Billings, CEO  
\_\_\_\_\_  
Contractor Signature | Printed Name and Title | Date

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FOR WHATCOM COUNTY:

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

**CONTRACTOR INFORMATION:**

**Lake Whatcom Residential & Treatment Center**  
3600 Meridian Street  
Bellingham, WA 98225  
[Jenny.Billings@lwrtec.org](mailto:Jenny.Billings@lwrtec.org)

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

**I. Background**

Lake Whatcom Residential and Treatment Center (LWC), is a DSHS and DOH licensed not-for-profit organization providing an array of residential and community mental health services to adults with severe and persistent mental illness in Whatcom County and surrounding communities. The purpose of this contract is to fund supportive community leasing services associated with the provision of housing by sponsor agencies such as LWRTC. Sponsor agency support services typically include locating available housing in the community, acting as leasing/housing specialists, and working with tenants and participating landlords to resolve tenancy issues that may arise. Sponsors can also assist with arranging for rent arrears and funding repairs for tenant-caused damages beyond normal wear and tear.

This contract is part of Whatcom County's ongoing efforts to create a continuum of housing services and supports for low income and chronically homeless individuals and households in a manner that is cost effective, utilizing local resources to leverage state and federal funds, and responsive to the needs of the community.

These programs require that housing assistance be matched with supportive services (e.g., case management, leasing specialist services, housing stability support) funded through other sources. The Department of Housing and Urban Development (HUD) Continuum of Care (CoC) provides long-term funding for rental assistance, referred to as Shelter Plus Care (S+C), to the Bellingham Whatcom Housing Authority (BWA) for individuals with disabilities and a history of homelessness through an annual competitive process. Recently, an agreement was formalized between Opportunity Council and BWA for this grant to be transferred to Opportunity Council in 2024. Another type of rental assistance is available through the Washington State Department of Commerce and is referred to as Community Based Behavioral Health Rental Assistance (CBRA). CBRA is a state funded program, providing rental assistance to people with disabilities who have experienced homelessness. State CBRA and Federally funded CoC rental assistance require program participants to reside in housing supported by a sponsor organization and arranged through a contract between the recipient and the sponsor organization. CBRA and CoC (S+C) rental assistance serve people with serious mental illness, chronic substance use disorders and HIV/AIDS or related diseases (see CoC Program Eligibility at the following link for additional information about the HUD CoC program).

Information about the WA State CBRA can be found at:

<https://www.commerce.wa.gov/serving-communities/homelessness/permanent-housing-subsidy-programs/>

**II. Statement of Work**

Under this contract, the Contractor will place or maintain at least 60 new and/or continuing CBRA clients in housing units that meet federal program requirements. Leasing Specialist activities include the following:

- A. Locate new housing units for CBRA and S+C clients, as needed.
- B. Prepare CBRA and S+C applications and verification documents with prospective clients and submit to S+C grantee.
- C. Document client eligibility and lease agreement for the CBRA and S+C programs in the client file.
- D. Provide housing services to CBRA and S+C clients in order to promote housing retention. Housing services include, but are not limited to:
  1. Conducting in-home inspections and/or visits with the client in order to identify and address barriers to housing stability.

2. Educating clients about rental/lease compliance and tenant responsibilities under Landlord Tenant Law.
  3. Coordinating with case managers, housing stability staff and clients about cleaning and maintaining housing units.
  4. Communicating and resolving conflicts with landlords and other residents.
  5. Communicating with other service providers in the community.
- E. Assist clients in preparing Section 8 and/or public housing applications.
- F. Comply with Homeless Management Information System (HMIS) data collection and recording requirements under the management of the Whatcom Homeless Service Center.
- G. Maintain master lease liability insurance on units utilized by CBRA and S+C clients, as necessary.
- H. Provide information requested by County staff in a timely manner.
- I. Promptly report operational disruptions, changes in location and changes in leadership to County Contract Administrator.

### **III. Program Requirements**

Individuals and families served must meet the eligibility criteria of: 1) the federal CoC Shelter Plus Care program or 2) the Washington State Department of Commerce CBRA program. These programs serve individuals with a history of homelessness and serious mental illness, with incomes at or below 30% of area median income. If families are served and transfer to S+C, HUD has special requirements related to education that must be followed by the S+C grantee, LWRTC, and the applicant.

### **IV. Reporting Requirements**

Along with monthly invoice documentation, Contractor shall provide the County with a report by the 15<sup>th</sup> of the month following the end of each quarter to include:

- a. A listing of all active CBRA clients by a unique client identification number
- b. Date the client's CBRA lease began
- c. Number of CBRA households transferred to HUD CoC (S+C) rental assistance during the reporting quarter and year-to-date
- d. List of household IDs (HMIS numbers or non-identifying information) for each of above households who have been transferred to S+C (list will remain each quarter with column for status updates)
- e. Number of CBRA households enrolled through LWTRC on last day of quarter

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.

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 #2**  
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$49,467 for the period 1/1/2024-12/31/2024, is provided by Mental Health Millage. The budget for this contract is as follows:

| Cost Description                              | Documents Required Each Invoice   | Budget          |
|---|---|-----------------|
| Housing/Leasing Specialist (wages + benefits) | Approved composite billing rate worksheet for each staff member and timesheets for the period | \$44,970        |
| *Indirect @ 10%                               |   | \$4,497         |
| <b>TOTAL</b>                                  |   | <b>\$49,467</b> |

\*In no instance shall the indirect rate exceed the rate indicated above.

II. **Invoicing**

1. The Contractor shall submit invoices to (include contract #) [HL-BusinessOffice@co.whatcom.wa.us](mailto: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 15<sup>th</sup> 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.