

## 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:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a))	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Original Contract #: 202207001
Does contract require Council Approval? Already approved? Council Approved Date:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC: (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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center: 122200 / 124112 / 133100
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): \$ 838,102		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> : 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.	
This Amendment Amount: \$ 648,568			
Total Amended Amount: \$ 1,486,670			
Summary of Scope: This amendment extends the contract for an additional year, updates the reporting link, adds new reporting requirements, and program stability monitoring requirements, provides clarification for connecting clients to behavioral health care, adds descriptions for new positions funded, and updates the budget to reflect the extended contract period.			
Term of Contract:	12 Months	Expiration Date:	12/31/2024
Contract Routing:	1. Prepared by:	JT	Date: 09/06/2023
	2. Health Budget Approval	KR/JS	Date: 10/25/2023
	3. Attorney signoff:	RB	Date: 11/09/2023
	4. AS Finance reviewed:	A-Martin	Date: 11/9/2023
	5. Contractor Program Manager Review:	WJ DS	Date: 12/7/2023
	6. Executive Contract Review:	BSR	Date: 12/7/2023
	7. Council approved (if necessary):	AB2023-771	Date: 12/05/2023
	8. Executive signed:		Date: 12/7/2023
	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 #6  
**DATE:** **DECEMBER 6, 2023**

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

- a. Updates the quarterly reporting link;
- b. Adds new reporting requirements and new program stability monitoring requirements;
- c. Adds clarification for connections of residents to behavioral health care;
- d. Defines the role of the Behavioral Health specialist position and three additional positions added to the budget;
- e. Provides funding for personnel not previously funded including a Residential Support Coordinator, a Community Engagement Coordinator and a Permanent Supportive Housing Manager;
- f. Updates the budget to reflect the extended contract period of one year; and
- g. Includes an increase in funding to reflect a 12-month contract period (the previous contract period was six months).

▪ **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 and Source**

Funding for this contract period (01/01/2024 – 12/31/2024), in an amount not to exceed \$648,568, is provided by the Behavioral Health Program Fund, local 1590 funding and local document recording fees. These funds are included in the 2024 budget. Council authorization is required as the additional funding provided by this amendment exceeds 10% of the amount authorized by Council on 06/20/2023.

▪ **Differences from Previous Contracts**

Section	Differences
<b>General Terms – Section 10.2, Extension</b>	Extends the contract through 12/31/2024



<b>Exhibit A – Scope of Work</b>	Updates the quarterly reporting link, adds new reporting and program stability monitoring requirements, provides clarification related to behavioral health connections and services, and adds descriptions for new positions included in the budget.
<b>Exhibit B – Compensation</b>	Updates the budget to reflect the extended contract period.

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

Whatcom County Contract Number:

202207001 – 6

**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:**

<b>Original:</b>	<b>07/01/2022 – 12/31/2022</b>	<b>Amendment #4:</b>	<b>04/17/2023 – 06/30/2023</b>
<b>Amendment #1:</b>	<b>09/21/2022 – 12/31/2022</b>	<b>Amendment #5:</b>	<b>07/01/2023 – 12/31/2023</b>
<b>Amendment #2:</b>	<b>01/01/2023 – 06/30/2023</b>	<b>Amendment #6:</b>	<b>01/01/2024 – 12/31/2024</b>
<b>Amendment #3:</b>	<b>04/01/2023 – 06/30/2023</b>		

**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. Amend Exhibit A – Scope of Work, to:
  - a. Remove references to flex funds which are not currently used in this contract;
  - b. Update the link to the quarterly reporting form and new reporting requirements;
  - c. Add new program stability monitoring requirements;
  - d. Provide description of connecting clients to behavioral health care; and
  - e. Add descriptions for new positions funded by this contract.
2. Amend Exhibit B – Compensation, to reflect the budget for a one-year contract period which includes an increase over the previous contract to offset costs for insurance, repairs and personnel, including positions not previously funded.
3. Funding for this contract period (07/01/2024 – 12/31/2024) is not to exceed \$648,568.
4. Funding for the total contract period (07/01/2022 – 12/31/2024) is not to exceed \$1,486,670.
5. All other terms and conditions remain unchanged.
6. 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: DocuSigned by:  
*Ann Beck*  
2B365BB0422344A... 12/6/2023

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Ann Beck, Community Health & Human Services Manager Date

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

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Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by:  
*Royce Buckingham*  
1EE5DDBD9542404... 12/7/2023

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Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Greg Winter</i> CD16EF48E80C4CC...</span>	Greg Winter, Executive Director	12/7/2023
Contractor Signature	Printed Name and Title	Date

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FOR WHATCOM COUNTY:

<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Satpal Singh Sidhu</i> 1192C7C18B664E3...</span>	12/7/2023
Satpal Singh Sidhu, County Executive	Date

**CONTRACTOR INFORMATION:**

**Opportunity Council**  
 1111 Cornwall Avenue  
 Bellingham, WA 98226  
[Greg.Winter@oppc.org](mailto:Greg.Winter@oppc.org)

**EXHIBIT "A" – Amendment #6**  
**(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 people with behavioral health disabilities, and other vulnerable individuals who require supportive services to remain stably housed and get connected with treatment resources. This contract provides housing with on-site support for residents as a platform for recovery from, and reduction in, the severity of their behavioral health disabilities. 22 North case management and other staff support 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 support on behalf of residents with other community behavioral health providers, contingent upon individual needs and preferences. The on-site Mental Health Clinician position brings expertise in establishing relationships with individuals resistant to treatment and who have significant behavioral health challenges. The position will also provide professional support for other 22 North staff by advising them how to address behavioral health challenges residents are experiencing, and by ensuring individual treatment plans are developed and adhered to in these processes. This contract also provides 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. 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.

**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 intervention 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. 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.
13. 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. Twice monthly meetings between county staff and Opportunity Council program manager and coordinator staff representing 22 North and the Community Leasing programs;
  - b. Monthly on-site visits for meetings that will include division managers for services, property, and facilities divisions;
  - c. Participation in 22 North Task Force meetings;
  - d. 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;
  - e. County staff will prepare and make available monitoring reports and updates 6 times annually
14. The following additional positions will be partially funded by this contract amendment beginning 1/1/24:
- a. PSH Services Coordinator: This position will coordinate training and skill development for supportive services staff; provide supervision of day-to-day operational building management and for residential counselors for 22 North; serve as the primary contact for resolving resident crises and complex resident situations; and collaborate with RC staff and case managers to resolve tenant situations are resolved in a timely manner.
  - b. Community Engagement Coordinator: This position will implement and administer a community engagement program to ensure strong relationships between residents, neighbors, and the larger community by fielding neighbor concerns, planning events, and maintaining a data base of the community issues and program outcomes, thereby contributing to program stability.
  - c. Permanent Supportive Housing Manager: This position is responsible for managing supportive services at 22 North and providing direct supervision of Permanent Supportive Housing Division Coordinators. The position's focus will be on program development, training, funding, databases and reports, and providing oversight of program contracts to ensure successful implementation and flow of residential programs.

#### **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.surveymonkey.com/r/YVDLFS9>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due on April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>. 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:

1. Number of households that received supportive case management services.
2. Number of units at the facility, and unit occupancy.
3. Number of new admissions.



4. Number of denied referrals from Coordinated Entry.
5. Number of households that exited and where they exited to.
6. Number of 30-day Comply or Vacate, 3-Day Nuisance/Waste, and 60-Day Termination for Cause Notices issued.
7. Number of staff calls to Law Enforcement, Fire, EMTs, and other response teams, such as ART, MCOT, and Community Paramedics.
8. Number of neighbor complaints from residents and/or businesses.
9. Number of vacant staff positions supporting the program.
10. Number of community meetings and mental health support groups and number of attendees.
11. Number of new individual treatment plans.
12. Number of clients that engaged with the program's Behavioral Health Clinician.
13. Number of residents that engaged in outside treatment programs (inpatient or outpatient).

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 #6  
(COMPENSATION)**

**I. Budget and Source of Funding:** The source of funding for this contract period (01/01/2024 – 12/31/2024), in an amount not to exceed \$648,568, is Document Recording Fees, the Behavioral Health Program Fund and local 1590 funds. The budget for this contract period is as follows:

*Cost Description	**Documents Required with Each Invoice	Budget
<b>Behavioral Health Program Fund</b>		
Residential Counselors (24/7)	GL Detail	\$209,222
Behavioral Health Specialist		\$89,752
Maintenance Tech		\$11,440
<i>BHF Subtotal</i>		<b>\$310,414</b>
<b>1590 Funds</b>		
Residential Counselors (24/7)	GL Detail	\$86,958
Residential Support Coordinator		\$18,848
Case Managers		\$96,500
Community Engagement Coordinator		\$25,804
PSH Program Manager		\$18,848
<i>1590 Subtotal</i>		<b>\$246,958</b>
<b>Document Recording Fees</b>		
Insurance	Paid invoices or receipts	\$12,000
Supplies and Food to Support Community Meals and Gatherings		\$3,500
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 ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location. Receipts for meals are not required.	\$1,000
Mileage	Mileage log to include: name of 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 <a href="http://www.gsa.gov">www.gsa.gov</a> ).	\$500
Move-In Kits and Supplies for New Residents	Paid invoices or receipts	\$600
<i>Document Recording Fees Subtotal</i>		<b>\$17,600</b>
<b>SUBTOTAL OF DIRECT COSTS</b>		<b>\$574,972</b>
Behavioral Health Program Fund ***Indirect Costs (12.8%)		\$39,733
1590 Fund ***Indirect Costs (12.8%)		\$31,610
Document Recording Fees ***Indirect Costs (12.8%)		\$2,253
<b>TOTAL</b>		<b>\$ 648,568</b>

\* Changes to the line item budget that exceed 10% of the total budget for this period (01/01/2024 – 12/31/2024) must be pre-approved in writing by the County's Administrative Officer.

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

\*\* Indirect costs shall not exceed the 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](mailto: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 15<sup>th</sup> 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.