

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202012036 – 5

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Pioneer Human Services

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 #:	202012036	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.100
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):	ALN#:	

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?		Contract Cost Center:	124112 / 122200
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Sole Source	



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:
\$ 1,509,950	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	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.
\$ 568,733	3. Bid or award is for supplies.
Total Amended Amount:	4. Equipment is included in Exhibit "B" of the Budget Ordinance
\$ 2,078,683	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.

Summary of Scope: This amendment extends the contract for an additional year, updates the budget to reflect the extended contract period and updates quarterly reporting requirements and the quarterly reporting link.

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:	11/13/2023
	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:	1/8/2024
	8. Council approved (if necessary):	AB2023-809	Date:	12/06/2023
	9. Executive signed:		Date:	1/12/2024
	10. Original to Council:		Date:	



Memorandum

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Pioneer Human Services – City Gate Permanent Supportive Housing Contract Amendment #5

DATE: JANUARY 5, 2024

Attached is a contract amendment between Whatcom County and Pioneer Human Services for your review and signature. This amendment extends the contract for an additional year, updates the budget and funding sources to reflect the extended contract period and updates quarterly reporting requirements and the quarterly reporting link.

▪ **Background and Purpose**

This contract provides funding for Pioneer Human Services to operate a permanent supportive housing program known as City Gate Apartments. City Gate provides 37 units to ex-offenders in need of housing and returning to Whatcom County under the supervision of the Washington State Department of Corrections, ex-offenders exiting the Whatcom County Jail, individuals who are experiencing chronic homelessness and have a behavioral health disability, and chronically homeless veterans. Units may also be occupied by participants of the Mental Health Court Program. Case management and behavioral health services are provided so that program participants have access to necessary services and supports that increase the likelihood of achieving and maintaining housing stability.

▪ **Funding Amount and Source**

Funding for this contract period (01/01/2024 – 12/31/2024) may not exceed \$568,733 and is provided by local document recording fees and Behavioral Health Program fund. These funds are included in the 2024 budget. Council authorization is required as this amendment increases funding by more than 10% of the amount authorized by Council on 12/06/2020.

▪ **Differences from Previous Contracts**

Section	Differences
General Terms – Section 10.2, Extension	Extends contract through 12/31/2024
Exhibit A – Scope of Work	Updates reporting requirements and the quarterly reporting link; adds clarification for connections of residents to behavioral health care
Exhibit B – Compensation	Updates the budget to reflect the extended contract period and add support for increasing operational costs

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.



Whatcom County Contract Number:

202012036 – 5

**WHATCOM COUNTY CONTRACT AMENDMENT
CITY GATE**

PARTIES:

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

**AND CONTRACTOR:
Pioneer Human Services
7440 W Marginal Way S
Seattle, WA 98108**

CONTRACT PERIODS:

Original:	01/01/2021 – 12/31/2021	Amendment #3:	01/01/2023 – 12/31/2023
Amendment #1:	07/15/2021 – 12/31/2021	Amendment #4:	04/17/2023 – 12/31/2023
Amendment #2:	01/01/2022 – 12/31/2022	Amendment #5:	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 update quarterly reporting requirements and the reporting link and add clarification for connections of residents to behavioral health care.
3. Amend Exhibit B – Compensation, to update the budget to reflect the extended contract period which includes a \$50,994 increase over the previous contract period to support increased costs for rent, personnel and related costs.
4. Funding for this contract period (01/01/2024 – 12/31/2024) is not to exceed \$568,733.
5. Funding for the total contract period (01/01/2021 – 12/31/2024) is not to exceed \$2,078,683.
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 1/5/2024
2B365BB0422344A
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:
Erika Lautenbach 1/7/2024
955C651A30374BD
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by:
Royce Buckingham 1/5/2024
1FF5DDBD9542404
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Sandra Possin Sandra Possin, CFO 01/05/2024
9FD4F3BB0513921037458BA0E077FFB7 contractworks Printed Name and Title Date
Contractor Signature

FOR WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu 1/12/2024
1192C7C18B664E3
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Pioneer Human Services
7440 W Marginal Way S
Seattle, WA 98108
contractmanagement@p-h-s.com

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

I. Background

In 2009, Whatcom County established the Whatcom County Offender Re-Entry Housing Program as a pilot project funded primarily by Department of Commerce Homeless Grant Assistance Program. This project has since expanded to become a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, ex-offenders exiting the Whatcom County Jail, individuals that have at least one documented behavioral health disability and are experiencing chronic homelessness, Mental Health Court participants, and chronically homeless veterans. The Contractor will provide permanent housing, housing case management, behavioral health services, and outside service connections to support program participants' in achieving housing stability. Behavioral health services may also be offered on a limited basis to the Lighthouse Mission.

By entering into this agreement, it is not intended to create a benefit or cause of action for any third person not a signatory to this agreement, except a program participant. By providing services to a program participant, the Contractor does not enter into a take charge relationship for anything other than making services available to the participant. It is not meant to provide protection to any third person or the public in general.

Definitions:

AMI	Area Median Income
DOC	Washington State Department of Corrections
HMIS	Homeless Management Information System
SHP	U.S. Department of Housing and Urban Development Supportive Housing Program
WHSC	Whatcom Homeless Service Center
VA	United States Department of Veteran Affairs
VASH	Veteran Affairs Supportive Housing program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services provided by the VA
S+C	Shelter Plus Care Program – a U.S. Department of Housing and Urban Development Supportive Housing Program

II. Statement of Work

The Contractor will be responsible for the operation of the permanent supportive housing program at City Gate which provides housing for:

- A. Ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections.
- B. Ex-offenders exiting the Whatcom County Jail.
- C. Individuals experiencing chronic homelessness and who have a behavioral health disability.
- D. Veterans experiencing chronic homelessness.
- E. Mental Health Court participants.

The re-entry residents eligible to reside at City Gate must have a mental health disability and/or be disabled due to a history of substance use disorder with an income at or below 50% of Area Median Income (AMI). The contractor will provide affordable, permanent housing and supportive services for people with mental and behavioral health disorders. Providing the basic need of housing first creates a platform from which individuals can shift their focus away from survival and onto improving their quality of life. The on-site Behavioral Health Professional and case managers have training and expertise in establishing relationships with individuals resistant to behavioral health treatment and will development and implement individual treatment plans alongside residents, supporting residents'

behavioral health needs through crisis intervention and one-on-one sessions. Contingent upon resident needs and preferences, the Behavioral Health Professional and case managers will coordinate access to other community supports and behavioral health treatment services.

By operating this program, the Contractor will be responsible for the following, as well as any other activities identified by the Contractor as being necessary to meet the program objective of increased housing stability for ex-offenders chronically homeless individuals with behavioral health disabilities, and chronically homeless veterans:

1. Provide a resident manager to oversee the safety and security of the building. Facility staff will be available on site at all times to monitor resident behavior and compliance with lease agreements.
2. Provide 37 permanent housing units at the City Gate apartment building: 10 to be used for VASH participants, 5 for SHP participants, and up to 5 for S+C participants. Additional units may be used for Mental Health Court participants.
3. Develop leases and program agreements with all participating clients, including master lease with the SHP provider.
4. Operate and provide property management services of the permanent supportive housing program, including rent determination and collection, facility maintenance, and unit turnover.
5. Establish rental amounts that are no more than 30 percent of resident's adjusted monthly income in compliance with Exhibit E (Types of Income to Count and Calculating Adjusted Income). Establish deposit and minimum rent amounts.
6. Provide a limited amount of rental assistance vouchers through the use of Whatcom County flex funds to ex-offenders under DOC supervision.
7. Continue to further develop and refine the referral protocol in conjunction with Whatcom County Housing Specialist for ex-offenders released from the Whatcom County Jail.
8. Accept referrals from the Whatcom Homeless Service Center to consider for placement in City Gate.
9. Determine and document client eligibility.
10. Coordinate Housing Quality Standard (HQS) inspections for Housing Authority funded units or conduct Housing Safety Standard (HSS) inspections for all other occupied City Gate units receiving assistance under this contract.
11. Respond in a timely manner to a City Gate program participant's report of a housing quality problem.
12. Develop a permanent housing plan for re-entry clients accepted into the program. and coordinate a Housing Service Plan for the VASH, S+C, Mental Health Court, and SHP residents with their case managers.
13. Work closely and collaboratively with DOC staff, Whatcom County Jail staff, law enforcement, criminal justice staff, County staff, WHSC, VA, local government staff, other community service providers, and community groups in managing the program, ensuring that offender accountability to DOC release plans is maintained and Housing Service Plans are followed, and increasing the likelihood of program participants' housing success.
14. Use reasonable care to notify DOC in the event of known violations of community supervision provisions, the VA social worker in the event of VASH program violations, and the housing case manager of the SHP clients in the case of program violations.
15. Participate as a member of a Re-Entry Coordination Team to help determine acceptance of potential residents into the program and to develop and implement a re-entry plan. This will include conferring with the program participant and his or her assigned Department of Corrections Community Corrections Officer to discuss housing and service needs, obtain available documentation, and explain the housing program.
16. Make necessary arrangements to ensure that a housing unit is available to an accepted program participant.

17. Link program participants to other needed services (e.g., mental health services, substance abuse treatment; health care; education and training; employment; parenting classes; social networks; family/community reconciliation, etc.).
18. Conduct a criminal background check on all potential residents of City Gate.
19. Ensure that no convicted sex offenders are considered for acceptance into the City Gate program.
20. Provide housing case management services to program participants. Housing case management services include but are not limited to:
 - a. Educating clients about:
 - i. The cleaning and maintenance of housing units.
 - ii. Tenant responsibilities under Landlord-Tenant Law.
 - iii. Financial literacy and money management.
 - b. Communicating with landlords and other residents.
 - c. Linking clients to employment and training programs.
 - d. Assisting clients in life skills and/or activities of daily living training.
 - e. Monitoring each program participant and his/her adherence to tenant responsibilities.
 - f. Assisting in addressing issues that threaten continued program participation, housing status, and safety of other residents or the immediate neighborhood.
21. Provide onsite behavioral health services by a Behavioral Health Professional prioritized for residents at City Gate and guests of The Lighthouse Mission. The position will coordinate with City Gate resident manager and case managers, VASH case manager, Mental Health Court Manager, SHP case manager, and S+C staff acting as part of the service provider team. This position will require compliance with state and federal confidentiality laws. Additionally, the position may offer behavioral health consultation services for other housing programs in Whatcom County, to offer support for staff and/or residents for up to 4-5 hours weekly as time is available, and with the written approval of the County Housing Program. Behavioral health services to be provided by Pioneer Human Services may include:
 - a. Screening residents to determine behavioral health needs; screen potential residents' behavioral health needs as they relate to housing placement and stability.
 - b. Conducting an assessment of behavioral health issues, including mental health and substance abuse history for residents who are not engaged with a mental health or substance use disorder treatment provider.
 - c. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services.
 - d. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with PHS behavioral health staff.
 - e. Providing treatment and case management activities.
 - f. Coordinating ongoing care with other professionals.
 - g. Providing for an after-hours response system in the event of an emergency.
 - h. Follow relevant state statutes for provision of mental health treatment.
22. Providing monitoring for security with an operational interior and exterior camera system, and the use of a single entrance for all residents in units accessible from the building interior.
23. Distribute rental assistance voucher flex funds as appropriate up to a maximum of \$1,500 per household, according to the Whatcom County Flex Fund Guidelines set forth in Exhibit D.

24. Participate in Homeless Management Information System (HMIS) data collection efforts, coordinated through the WHSC.
25. Comply with state and federal confidentiality laws and regulations.
26. Comply with Landlord-Tenant Law.
27. Develop all administrative and programmatic policies and procedures required for the administration and operation of the program.
28. Attend Whatcom County Homeless Coalition meetings and Pioneer corporate staff meetings as required.
29. Ensure that common area bathrooms comply with standards set by the Americans with Disabilities Act (ADA).

III. Program Requirements

If on average over the course of the year, occupancy at City Gate falls below 95%, the Contractor shall meet with County staff to address occupancy rates with the goal of keeping the units at City Gate fully occupied.

IV. Program Outcomes

- a. Facility strives to fill vacancies and maintain occupancy level of at least 95%
- b. No more than two residents will exit per quarter to unstable housing destinations
- c. Facility will be well integrated into community and there will be no more than two complaints from neighbors in any given quarter
- d. City Gate staff will make at least four outreach efforts with neighbors and nearby businesses to proactively maintain good neighborhood relationships
- e. At least 50% of residents will engage with a behavioral health clinician each quarter
- f. At least 35% of residents (including those participating in the VA Supportive Housing program) will participate in pro-social community activities facilitated by City Gate staff

V. Reporting Requirements

The Behavioral Health Professional will submit separate monthly reports by the 15th of each month to the Health and Community Services (WCHCS) for clients seen at the Lighthouse Mission. These monthly reports will provide the following numbers: Clients assessed; clients that received services; contacts made with clients; average number of contacts with clients; client contacts during 1:1 sessions; and client contacts during group sessions. 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, quarterly reports specific to the City Gate PSH program are to be provided as described below.

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.

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 new individual treatment plans
- K. Number of residents that engaged with the program's Behavioral Health Clinician
- L. 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 #4
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$568,733, is local document record fees and the Behavioral Health Program Fund. The budget for this contract is as follows:

*Cost Description	***Documents Required Each Invoice	Budget
Program Services		
Behavioral Health Fund		
Resident Manager/Case Managers – 3 FTE	GL Detail	\$159,170
Resident Monitor – 1 FTE		\$37,512
Mental Health Professional – 1 FTE		\$63,993
Supervisor (.25 FTE)		\$22,594
Wages Subtotal		\$283,269
**Indirect Program Administration (27% Staff Salaries Only)		\$76,483
Indirect Total		
Resident Manager / Case Manager Benefits	GL Detail	\$51,127
Resident Monitor Benefits		\$15,185
Mental Health Professional Benefits		\$18,898
Supervisor Benefits		\$5,671
Benefits Total		\$90,881
Facility Costs - Apartment Rent	GL Detail	\$67,100 (\$5,591.67/month)
Behavioral Health Fund Total		\$517,733
Document Recording Fees		
Medical/UA	GL Detail and copies of paid invoices or receipts	\$600
Operational Supplies (office, food, etc.)		\$4,000
Travel/Training/Mileage	Receipts for fees related to registration, training, licenses and dues. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, copies of mileage records (if applicable), dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration (GSA) Domestic Per Diem rates, specific to location (www.gsa.gov).	\$6,000
Flex Funds	Detail log including Client ID, date, and amount	\$7,500
Facility Costs – Apartment Rent	GL Detail	\$32,900 (\$2,741.67/month)
Document Recording Fees Total		\$51,000
Total Facility Staffing & Services Costs		\$468,733
Total Facility Costs		\$100,000
TOTAL		\$568,733

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

** Under no circumstances shall program administration costs exceed the above specified budgeted amount.

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

II. Invoicing

1. The Contractor shall submit invoices (include contract #) to 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 10th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Contractor must submit quarterly financial reports detailing all costs and program income no later than April 30th, July 31st, October 31st, and January 31st. Reports will be sent to HL-BusinessOffice@co.whatcom.wa.us.
4. 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.
5. 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.

6. 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.