

WHATCOM COUNTY COUNCIL AGENDA BILLNO. 2018-171

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	2/7/18	<div style="text-align: center;"> RECEIVED MAY 29 2018 WHATCOM COUNTY COUNCIL </div>	6/5/18	Finance/Council
Division Head:	AD	5/17/18			
Dept. Head:	AD	5/18/18			
Prosecutor:	Y. J.	5.21.18			
Purchasing/Budget:	BB	5/22/18			
Executive:	WJ	5/29/18			

TITLE OF DOCUMENT:**Contract between Whatcom County and Opportunity Council****ATTACHMENTS:**

1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Contract

SEPA review required? () Yes (X) NO
SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This contract provides rental assistance, utility assistance and essential needs for recipients of the Washington State Department of Commerce Housing and Essential Needs (HEN) Program. Although this is a new contract, HEN services have been provided through previous contracts with the Opportunity Council since 2011.

COMMITTEE ACTION:**COUNCIL ACTION:****Related County Contract #:****Related File Numbers:****Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.



RECEIVED

MAY 24 2018

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Opportunity Council – Housing and Essential Needs Program
DATE: May 18, 2018

JACK LOUWS
COUNTY EXECUTIVE

Enclosed are two (2) originals of a contract between Whatcom County and Opportunity Council for your review and signature.

▪ **Background and Purpose**

Housing and Essential Needs (HEN) is a program of the Washington State Department of Commerce Consolidated Homeless Grant (CHG) and is intended to provide rental assistance, utility assistance and essential needs for recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). Commerce provides funding to each County for these services. This is a sole source contract with Opportunity Council as the administrator of the Whatcom Homeless Service Center, to administer the HEN program in Whatcom County. In the last 12 months, the HEN program has provided assistance to 281 Whatcom County households.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$1,087,355, is the Department of Commerce Housing and Essential Needs (HEN) Grant. These funds are included in the 2018 budget. Council approval is required as this contract exceeds \$40,000.

▪ **Differences from Previous Contracts**

Although this contract is new, HEN services have been provided under previous contracts with Opportunity Council since 2011. Legislative changes have expanded or modified services and benefits in some areas.

Please contact Barbara Johnson-Vinna at extension #6046 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201805015

Originating Department:	Health
Division/Program: (i.e. Dept. Division and Program)	8510 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 type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
(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):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CFDA#:		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201708006		
Is this contract the result of a RFP or Bid process?	Contract Cost		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Center:	122600 / 124100
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<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):	<p>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:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. 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.
\$ 1,087,355	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: The Contractor will be responsible for programmatic and administrative services associated with the operation of the Housing and Essential Needs program and for distributing rental and utility assistance subsidies to eligible participants and to those no longer eligible for HEN and awaiting admission to the State's Aged, Blind and Disabled program.

Term of Contract:	1 Year	Expiration Date:	06/30/2019
Contract Routing:	1. Prepared by:	JT	Date: 2/8/2018
	2. Attorney signoff:	RB	Date: 4/6/2018
	3. AS Finance reviewed:	bennett <i>BB</i>	Date: 4/4/2018
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:	✓	Date: 5-14-18
	6. Submitted to Exec.:	✓	Date: 5-24-18
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

COUNTY ORIGINAL

CONTRACT FOR SERVICES AGREEMENT
Housing and Essential Needs Program Administration

Whatcom County Contract No.

201805015

Opportunity Council, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,

Exhibit A (Scope of Work), pp. 9 to 11,

Exhibit B (Compensation), pp. 12 to 13,

Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the **1st day of July, 2018**, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the **30th of June 2019**.

The general purpose or objective of this Agreement is to **provide funding for the operation of the Housing and Essential Needs Program** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$1,087,355. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of May, 2018.

CONTRACTOR:

Opportunity Council

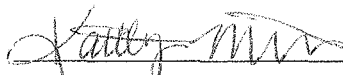


Greg Winter, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 14th day of May, 2018, before me personally appeared Greg Winter to me known to be the Executive Director of Opportunity Council and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.





NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham, WA My commission expires 05/31/21

WHATCOM COUNTY:

Recommended for Approval:

Anne Deacon 5/12/18
Anne Deacon, Human Services Manager Date

Regina Delahunt 5/18/18
Regina Delahunt, Director Date

Approved as to form:

Royce Buckingham 5-21-18
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2018, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham. My commission expires _____.

CONTRACTOR INFORMATION:

Opportunity Council
Greg Winter, Executive Director
1111 Cornwall Avenue
Bellingham, WA 98225
360-734-5121
Greg_winter@oppco.org

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Barbara Johnson-Vinna
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6046
BJJohnson@co.whatcom.wa.us

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

The Housing and Essential Needs (HEN) is one of three programs created by Engrossed Senate House Bill 2082 which terminated the Disability Lifeline (DL) Program. HEN funds are part of Washington State Department of Commerce (Commerce) Consolidated Homeless Grant (CHG) and are intended to provide rental assistance, case management, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). The Whatcom Homeless Service Center (WHSC), a housing services program that serves as the coordinated entry for homelessness prevention and re-housing services for Whatcom County residents, will distribute rental and utility assistance and provide case management services for the HEN Program. The WHSC manages the Homeless Management Information Services (HMIS) for the County and will be responsible for the HMIS requirements of the HEN Program. People eligible to receive HEN rental and utility assistance will be served as long as funding is available and within the designated program requirements.

II. Project Description and Design

Housing and Essential Needs funds are limited to providing rental assistance, case management, utility assistance and essential needs for Washington Apple Health (Medicaid) recipients who are experiencing homelessness, or at substantial risk of becoming homeless and whose eligibility is determined by DSHS. The HEN Program is not intended to provide long term support for households, nor will it be able to address all the financial and supportive service needs of households that affect housing stability, nor will it be able to serve all those who are eligible. WHSC will serve as the administrative entity for the rental, case management, and utility assistance to eligible individuals. The WHSC will staff the program with program operations and case management employed staff that are funded by the Contract and are responsible for program implementation. An additional case management position (1 FTE) was previously included in the budget for the purpose of providing HEN Program clients with assistance accessing housing using HEN rental assistance, as well as other services supporting housing stability and retention.

Due to a recent change in state law in March of 2018, expansion of HEN eligibility now includes Aged, Blind, or Disabled (ABD) recipients, and those who DSHS has determined to be incapacitated due to substance use. Although eligibility for HEN has expanded, HEN funding has not increased. HEN providers are expected to prioritize those who are HEN-eligible who have the greatest need, including prioritizing people experiencing homelessness. Guidance from Commerce on prioritization of HEN-eligible clients indicates the following factors must be used to determine greatest need to include, but not be limited to, unsheltered homelessness, chronic homelessness, and length of time homeless. Additional guidance on prioritization is available in the Washington State Coordinated Entry Guidelines, Section 4, and within the Consolidated Homeless Grant guidelines.

III. Statement of Work

The Contractor will be responsible for programmatic and administrative services associated with the operation of the HEN Program. Programmatic and administrative services include all activities necessary to operate the WHSC in accordance with the requirements set forth in the Administrative Requirements and Guidelines for the CHG as more fully described in Section IV: Special Conditions, below.

The Contractor will:

1. Commit to efforts to reducing and ending homelessness in Whatcom County by:
 - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines).
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (as per CHG Guidelines).
 - c. Employing a progressive engagement service model.

2. Providing direct services to individuals whose eligibility is noted in the DSHS Benefits Verification System (BVS).
3. Documenting client eligibility in client files.
4. Authorizing and issuing rental and utility assistance subsidies in a timely manner.
5. Tracking and reporting rental and utility assistance subsidies.
6. Coordinating with existing housing providers and landlords to identify and secure permanent housing placements for clients.
7. Cultivating and maintaining relationships with local landlords who agree to participate in the program.
8. Making client referrals for Essential Needs Services, housing and other community resources.
9. Coordinating with the Community Service Office of DSHS regarding client service delivery.
10. Complying with HMIS requirements including data entry and reporting responsibilities.
11. Committing to reporting complete quality data that is timely, truthful and accurate (as per CHG/ESH Guidelines and HMIS User Agreement).
12. Ensuring compliance with State and Federal confidentiality laws and regulations.
13. Completing all other activities identified by Whatcom County and Commerce as necessary to implement and manage the rental and utility assistance portion of the HEN Program.

IV. Special Conditions

The Contractor will comply with program requirements, policies and procedures contained in the "Department of Commerce Guidelines for Consolidated Homeless Grant" hereafter referred to as CHG Guidelines located at: <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>. Changes to the CHG Guidelines may be made without contract amendment. The CHG Guidelines will be updated periodically in compliance with changing State requirements. Whenever a revised edition of the CHG Guidelines is available, the County will provide an email notification.

Consequences of non-compliance with CHG/ESG Guidelines, as per the Department of Commerce for Grantees, are listed below and will be passed on to CHG/ESG Subgrantees:

- a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance. The technical assistance and corrective action plan to address and remedy the noncompliance will be passed on to the Subgrantee by the County.
- b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%. The second corrective action plan will be passed on to the Subgrantee by the County.
- c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant, per the General Terms and Conditions TERMINATION FOR CAUSE.

V. Program Outcomes

During this contract period, the Contractor is expected to meet the following outcomes:

1. The Contractor will provide assistance to all HEN eligible households that seek assistance during the contract term providing that HEN rent and utility assistance funds are available. Based on the previous 12 month period, the program is expected to serve an estimated 160 households between 7/1/2018 – 6/30/2019.

VI. Reporting Requirements

The Contractor will submit the following reports on a monthly basis to the County:

1. Number of HEN eligible households assisted during the current month and how many have been assisted year to date.
2. Average amount of subsidy per HEN household.
3. Number of HEN eligible households declined.
4. Projects falling under the following intervention types and funded by the Consolidated Homeless Grant (CHG), which includes HEN, will be expected to meet or demonstrate progress towards the following system-wide performance measures as set by the Washington State Department of Commerce (refer to following table)

System wide performance measures and benchmarks specific to intervention type (HMIS project type) are outlined in the table below. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted Prevention performance measures are exempted from the "Consequences of non-compliance" as per Commerce, listed in Section IV: Special Conditions above, wherein "Grantee" refers to the County being the CHG recipient.

Updates to the CHG System-Wide Mandatory Performance Measures table below will be provided periodically by Commerce. Updates will be posted on the Whatcom County Health Department website which can be accessed at: <http://whatcomcounty.us/910/Housing-Program>. Additionally, the Opportunity Council will receive written notification from the County, to include the updated table, upon notification of updates from Commerce.

CHG System-Wide Mandatory Performance Measures				
Intervention Type	Performance Measures	2016 Baseline	Change from Baseline	June 30, 2018 Benchmark
Emergency Shelter	Increase Percent Exits to Permanent Housing	37.4%	Increase by at least 5 percentage points	42%
Emergency Shelter	Reduce Percent Returns to Homelessness from months	11.8%	Decrease by at least 5 percentage points	Less than 10%
Rapid Rehousing	Increase Percent Exits to Permanent Housing	77.5%	Increase by at least 5 percentage points	At least 80%
Rapid Rehousing	Reduce Returns to Homelessness in 2 Years	2.9%	Maintain current rate (already at target)	5% or less
Targeted Prevention	Reduce Number of New Homeless	891 people	Reduce number of new homeless as compared to baseline by 41	850 people or less
Targeted Prevention	Increase households served most likely to enter homelessness based on a residence prior to project entry: institutional setting or temporarily staying with friends or family	8%	Increase by at least 5 percentage points	13% or more

EXHIBIT "B"
(COMPENSATION)

I. Budget and Funding

The source of funding for this contract, in an amount not to exceed \$1,087,355, is from the Washington State Department of Commerce, Housing and Essential Needs (HEN) Grant..

The budget for this contract is as follows:

HEN PROGRAM BUDGET 07/01/2018 – 06/30/2019		
Cost Description	Documents Required with Each Invoice	Budget
Housing Referral Specialist	Expanded General Ledger (GL) report for the period billed	73,840
Housing Case Manager	Expanded GL report for the period billed	127,400
Program Support Specialist	Expanded GL report for the period billed	15,600
Case Management Coordinator	Expanded GL report for the period billed	16,640
HMIS Coordinator	Expanded GL report for the period billed	4,600
WHSC Director (Program Supervision)	Expanded GL report for the period billed	3,828
50% Fringe Benefit Rate	Expanded GL based on federally approved fringe rate	120,954
Rent and Utility Assistance – HEN	Expanded GL with Client ID, payee, amount	621,958
Director Program Supplies – Office Space, Telephone, Insurance	Expanded GL report for the period billed	21,000
Mileage	Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required.	5,400
Travel/Training		5,000,
	Subtotal	1,016,220
	7% Indirect	71,135
	Total	1,087,355

The Contractor may transfer funds among budget line items within each program budget in an amount up to 10% of the total program budget. In no instance shall the indirect cost or fringe benefit rate exceed the current approved indirect cost allocation plan.. All allocated direct costs must be based on approved cost allocation plan.

II. Invoicing

1. 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. Invoices and all invoice-related communication should be sent to HL-BusinessOffice@co.whatcom.wa.us or mail to:

Attn: Business Office
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

2. End of year rental assistance payments will be invoiced and reimbursed based on the date of the rental assistance check issuance.
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.

EXHIBIT "C"
(INSURANCE)