

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202304025 - 2

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853020 Healthy Children & Families
Contract or Grant Administrator:	Ann Beck
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 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 #:	202304025	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):		ALN#:	21.027
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202105020
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		21-59	Contract Cost Center:	1382406 (\$504,038) / 145120 (\$114,000)
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					

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 :
\$ 498,732.72	
This Amendment Amount:	
\$ 119,305	
Total Amended Amount:	
\$ 618,038	<ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This amendment revises scholarship eligibility requirements, increases funding for emergency childcare vouchers and updates invoicing requirements.

Term of Contract:	Execution through 12/31/2025	Expiration Date:	12/31/2025
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Contract Routing:	1. Prepared by:	JT	Date:	06/03/2024
	2. Health Budget Approval	JS	Date:	06/18/2024
	3. Attorney signoff:	Christopher Quinn	Date:	06/27/2024
	4. AS Finance reviewed:	A. Martin	Date:	06/27/2024
	5. IT reviewed (if IT related):		Date:	
	6. Contractor Program Manager Review:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY CONTRACT AMENDMENT

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:

**Original: 04/11/2023 – 12/31/2025
Amendment #1: 04/11/2023 – 12/31/2025
Amendment #2: 07/10/2024 – 12/31/2025**

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. Amend Exhibit A – Scope of Work, to revise scholarship eligibility requirements.
2. Amend Exhibit B – Compensation, to increase funding by \$119,305 to support additional emergency childcare vouchers for up to 110 families (from 75), update the funding sources and update invoicing requirements.
3. Funding for the extended contract period (07/01/2021 – 12/31/2024) is not to exceed \$618,038.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 07/10/2024.

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.

PROGRAM APPROVAL: _____
Ann Beck, Community Health & Human Services Manager Date

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

APPROVAL AS TO FORM: _____
Christopher Quinn, Chief Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Greg Winter, Executive Director		
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
Greg_Winter@oppc.org

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

I. Background

Investing a portion of American Rescue Plan Act (ARPA) funds towards early learning and child care in Whatcom County will provide both immediate and long-term benefits for children, families and employers in our community. The County Council, County Executive and the Child and Family Well-being Task Force have identified investing in child care with the goal of industry and workforce stabilization, as a top priority for the use of the ARPA dollars.

High-quality child care and early learning programs are fundamental to promoting long-term and positive social and school readiness outcomes among children and families. They also are pivotal for participation in the workforce and local economic development.

The Washington State Department of Commerce reports that:

- Lack of accessible, affordable child care affects parents' job prospects, productivity and career decisions—with different impacts reported across incomes, races/ethnicities, genders and areas of the state.
- Nearly one in five (18.3%) parents surveyed turned down a job offer or promotion due to child care issues, more often among Black and Native American parents.
- Nearly half (47%) of unemployed parents found child care issues a barrier to seeking employment—51% among female job-seekers compared to 41% among male job-seekers.
- In June 2020, about one in five child care providers temporarily closed according to Child Care Aware of Washington.

Many child care programs are small, family-run businesses with low profit margins that would benefit from one-on-one coaching and business training. Creating business plans, streamlining processes, and developing marketing strategies can help stabilize –on several fronts simultaneously –programs at risk of closing and monthly increase their cash flow. Strengthening the financial viability of child care programs will benefit small businesses as well as the families that rely on them.

Additionally, families in Whatcom County community continue to struggle from the impacts of COVID-19. Families are needing to take more time off of work (which is often unpaid) due to increased illness and strict exclusion policies by child cares and schools. The demand for emergency child care vouchers surged in 2021 and continues to outstrip the currently available resources. Many families continue to experience periodic financial crises and need additional support to keep their children in child care.

The County, in collaboration with the City of Bellingham, is currently contracting with the Opportunity Council to provide grants and technical assistance to child care operators in order to provide immediate relief to them in recognition of the severe strain they have been under as an impacted industry struggling with the brutal impacts of COVID-19 for the past 2+ years. This scope of work extends the County's efforts to stabilize the childcare industry and workforce by providing direct relief to families through an emergency vouchers program, supporting workforce development through scholarships and providing business development trainings for child care operators and prospective providers.

The Opportunity Council is well-positioned to launch specialized business training and services that will benefit small businesses, strengthen fragile families, and support the workforce. The work of this contract will be done as a collaboration of two Opportunity Council teams: Child Care Aware (CCA) NW and the Center for Retention and Expansion of Child Care (C-RECC) NW. Program staff have extensive experience

as licensed child care administrators, owners, directors and teachers, state-certified STARS trainers, early childhood college and community educators, and small business owners.

The Opportunity Council's emergency voucher program funding, which is historically provided by United Way, has been depleted. These emergency childcare vouchers help families enduring medical, relationship dissolution (e.g., DV), acute unemployment and other blows to stability. The goal of the vouchers is to maintain employment, pay for housing, and prevent income loss during times of crisis. This temporary assistance ensures children keep their spot at a safe and nurturing childcare program, rather than exiting and being sent to the end of a waiting list, when unexpected financial emergencies threaten to destabilize families. As important, children maintain the bonded relationship they have established with their care provider and maintain their learning trajectory.

II. Statement of Work

The Contractor will conduct four specific bodies of work:

A. Purchase and Introduction of Kinside (formerly LegUp) Software

1. Purchase approximately 70 annual licenses for "Kinside" cloud-based mobile app designed to improve marketing and enrollment management for childcare providers.
2. Introduce providers to software through business training series and one-on-one coaching. Introduce the public to software through provider-based advertising, social media/web campaigns, parent groups and list serves, and OC-maintained resource call lines.

B. Business leadership and professional development

1. Develop a business training series that will be offered no less than twice yearly free of charge to approximately 60 licensed child care providers.
 - a. Core components of the training will include business stabilization, sustainability, and growth through the creation of marketing plans, job descriptions, budgets and networking.
 - b. The training series will be advertised to all licensed providers in Whatcom County with outreach conducted to non-English speaking providers through social media, email, and other channels.
 - c. The training will be conducted in multiple languages, based on provider need.
 - d. Introduce participants to the use of Kinside, a cloud-based mobile app designed to improve marketing and enrollment management, and support them in the use for their individual businesses. OC will provide marketing and coaching to support uptake.
 - e. The training will be provided in a hybrid format, allowing in person or virtual attendance. Virtual trainings should be recorded and available online.

C. Provide scholarships for credentialing required to work in early learning/child care

1. Scholarships will be available for the child care in-service, newly hired workforce and those entering the field to pay for costs associated with attending, maintaining and advancing within the early childhood education profession.
2. Scholarships will be available for individuals enrolled in an early learning and care educational program who have exhausted other funds, may not qualify for other funding, or whose funding from other sources will not cover full expenses. The Contractor will confirm eligibility through completed applications and Early Achievers records.

3. Scholarships will be offered through a partnership with Opportunity Council's Childcare Aware (OC/CCA) and Northwest Indian College (NWIC) and Whatcom Community College (WCC) early learning programs.
 - a. A Memorandum of Understanding will be developed between the Contractor and the NWIC and WCC for administration of scholarships. The Memorandum of Understanding must be submitted to the County for review prior to execution.
 - b. Opportunity Council Early Learning and Family Services (OC-ELAFS) will process from the colleges written requests for "last dollar" scholarship assistance for students facing a barrier to completion.
 - c. Eligible uses of the scholarships will be tuition, fees and books
 - d. OC-ELAFS will verify with state officials that students have exhausted Early Achiever scholarship funds.
 - e. OC-ELAFS will identify the amount of dollars needed to assure credential completion/workforce readiness and pay the resources directly to the college on behalf of the students.
 - f. Scholarship recipients will sign a letter of agreement that they plan to continue to work in the early learning field in Whatcom County for the 12-months after the term of the scholarship.
4. The Opportunity Council expects to provide scholarships to approximately fifty individuals over the contract period.

D. Support working families in accessing and maintaining high-quality child care through distribution of childcare vouchers

1. Provide support for up to 110 families with emergency childcare vouchers if they are experiencing a time of crisis that threatens their ability to maintain their children's spot in licensed childcare program.
 - a. Vouchers will be limited to \$3,000 per family per year.
 - b. Families must earn 50% of State Median Income or less to qualify for vouchers. In extenuating circumstances, the Opportunity Council may consider families up to 85% of State Median Income.
 - c. Emergencies eligible for voucher assistance may include loss of employment, acute illness, domestic violence, house fires, temporary loss of Working Connections subsidy, or other emergencies.
 - d. Families may also be eligible for voucher assistance while entering the workforce if they are participating in job seeking programs, job training programs or are in the initial 1-2 month of a new job prior to their first payroll, in addition to meeting the other eligibility requirements described above.
 - e. Caretakers must be working or attending school/job training to qualify for a voucher unless the family is dealing with medical, mental health issues, or otherwise cannot safely care for their children at home.
 - f. The Opportunity Council will review each applicant comprehensively and only provide assistance once all other options have been exhausted. Recipient records will document the childcare providers and families receiving voucher assistance.

2. OC will notify all licensed providers of the voucher program and OC coaches will offer the program when a provider presents a family with emergencies or arrears. OC will further advertise the program through internet and community channels, such as Facebook and social media advertising.

III. Additional Requirements

Non-Discrimination in Employment:

Equal opportunity shall be provided 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 (including gender identity), 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 (including gender identity), age, marital status, disability, political affiliation, 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 ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), 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.

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 (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; 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 unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

IV. Reporting Requirements

The Contractor will submit reports on July 15th, October 15th, January 15th, and April 15th until the expiration of the contract period. Reports will include the following:

A. Kinside (formerly LegUp) Software Purchase

1. List of providers who download "Kinside" software with data regarding utilization frequency. If the software company does not provide utilization data, a survey of providers who received licenses will be completed annually for each year of this agreement to gauge provider use.
2. Total licensed capacity of businesses using Kinside.

B. Business leadership and professional development – Quarterly reports will include:

1. Number of providers served and enrolled and licensed capacity (60 providers served and enrolled over the funding period.)
 2. Hours of training conducted (54 hours of annual professional development provided through training series)
 3. Net gain in participating local providers/slot capacity within BIPOC-owned providers (compared to April 2022 baseline data)
 4. Net gain in participating local providers/slot capacity (based on April, 2022 baseline data)
 5. Child Care Aware business and early learning coaches will track success throughout and following pre/post survey, goal setting
 6. Net gain of certified BIPOC professionals (compared to April 2022 baseline data)
- C. Scholarship Program
1. Memorandum of Understanding executed between the contractor and the colleges providing scholarships.
 2. Scholarship eligibility guidelines and application form used by students.
 3. Redacted report of all payments to educational institutions on behalf of scholarship applicants
 4. Number of students assisted to credential completion, dollars required to accomplish this per student, and any hiring completed by early learning and care providers of scholarship recipients
- D. Family Voucher Program
1. Redacted report of all voucher payments including amount of payment
 2. # of child care service disruptions avoided through use of emergency vouchers
 3. # of children served
 4. Demographic and geographic distribution of estimated 90 child care vouchers
 5. Eligibility requirements for families to receive childcare voucher.

EXHIBIT “B” – Amendment #2
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$618,038, is Coronavirus State and Local Fiscal Recovery funds (SLFRF - \$504,038 - ALN 21.027) and the Healthy Children’s Fund (HCF - \$114,000). This is a direct reimbursement contract and the budget for this contract is as follows:

SLFRF Funds		
Cost Description	Documents Required Each Invoice	Budget
A. Purchase of Kinside Software	<ul style="list-style-type: none"> • Receipt for Kinside (formerly LegUp) Software purchases/licenses • Expanded GL detail documenting staff time 	\$22,256
B. Business Leadership and Professional Development	<ul style="list-style-type: none"> • Expanded GL detail documenting staff time • GL Detail for office supplies, light refreshments, mileage, training room rental • Paid invoices or receipts for all purchases • Mileage and travel costs to be reimbursed at current rate identified at www.gsa.gov, specific to location. Mileage log to include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. • Attendee sign-in sheet from any trainings 	\$38,754
C. “Last Dollar” Scholarship Program	<ul style="list-style-type: none"> • GL detail which includes payment to educational institutions on behalf of scholarship applicants • Completed application for student receiving funds • Expanded GL detail documenting staff time 	\$248,120
D. 1. Emergency Child Care Vouchers	<ul style="list-style-type: none"> • GL detail which includes evidence of voucher disbursed/payment to the child care provider • Number of families receiving voucher assistance each month 	\$121,754
D. 2. Staffing Emergency Child Care Voucher	<ul style="list-style-type: none"> • Expanded GL detail documenting staff time 	\$11,255
SLFRF SUBTOTAL		\$442,139
*Indirect @ 14%		\$61,899
SLFRF TOTAL		\$504,038

HCF Funds		
Cost Description	Documents Required Each Invoice	Budget
D. 1. Emergency Child Care Vouchers	<ul style="list-style-type: none"> • GL detail which includes evidence of voucher disbursed/payment to the child care provider • Number of families receiving voucher assistance each month 	\$100,000
*Indirect @ 14%		\$14,000
HCF TOTAL		\$114,000

Indirect cost rates shall not exceed the current federally approved rate. All allocated direct costs must be based on an approved cost allocation plan.

Travel reimbursement applies only to Opportunity Council staff members. Reimbursement may be provided for light refreshments provided at in-person business development training events. Light refreshments include items commonly served between meals, such as tea, coffee, soft drinks, juice, doughnuts, cookies, sweet rolls, pieces of fruit or cheese, but are not intended to substitute for meals. Requests for reimbursement of food and beverages must include sign-in sheets, event flyers and agendas. Alcoholic beverages are non-reimbursable. Room rental is an eligible expense for trainings. Marketing expenses include social media advertising related to professional development training and Kinside.

Contractor’s Invoicing Contact Information:	
Name	
Phone	
Email	

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT "B.1" – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and CJohnson@co.whatcom.wa.us.
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. 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.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. 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.**
10. 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.

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address HL-BusinessOffice@co.whatcom.wa.us and CJohnson@co.whatcom.wa.us.
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.