

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201906014 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855050 Developmental Disabilities	
Contract or Grant Administrator:		Jessica Lee	
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 #:		201906014
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	19-23		127200
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" 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 for Commercial off the shelf items (COTS).	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
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:	
\$	160,298	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.	
\$	9,081	3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$	169,379	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 contract funds the Single Entry Access to Services (SEAS) line for families and professionals seeking resources for children and youth age 0 – 18 with suspected developmental disabilities and delays.			
Term of Contract:	1 Year	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JL	Date: 03/08/2021
	2. Health Budget Approval	KR/JG	Date: 05/04/2021
	3. Attorney signoff:	RB	Date: 05/04/2021
	4. AS Finance reviewed:	M Caldwell	Date: 5/11/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 06/02/2021
	8. Council approved (if necessary):	AB2021-292	Date: 06/01/2021
	9. Executive signed:		Date:
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – Single Entry Access to Services Contract Amendment #2
DATE: June 2, 2021

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

▪ **Background and Purpose**

Developmental disabilities (DD) are conditions which result in physical, learning, language, or behavioral impairment and occur before the age of 18. The Single Entry Access to Services (SEAS) line provides an effective, single point of entry to connect families and professionals concerned about a child's development, to resources and services. Care navigation ensures coordination and follow-through with families and referral sources to ensure that timely connection to services are made. SEAS assisted 803 children and families in 2020. The Opportunity Council and Whatcom Center for Early Learning are the two local providers of 0 – 3 services and by mutual agreement, the Opportunity Council acts as a single point of entry for users of these services. The agencies split annual program costs that exceed funding provided by other sources. The purpose of this amendment is to increase the County's contribution to the program, in the amount of \$9,081, using state funds and reduce the financial contribution of provider agencies, impacted by revenue loss from under enrollment due to COVID-19.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$89,230 during this contract period (07/01/2020 – 06/30/2021) and \$169,379 for the entire contract period (07/01/2019 – 06/30/2021), is provided by local DD millage and state funds. These funds are included in the 2021 budget. Council approval is required as additional funding exceeds 10% of the approved budget..

Please contact Anne Deacon, Human Services Manager at 360-778-6054 (ADeacon@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us) if you have any questions or concerns regarding this request.

<p>Whatcom County Contract Number: 201906014 – 2</p>
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WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 07/01/2019 – 06/30/2020
Amendment #1: 07/01/2020 – 06/30/2021
Amendment #2: 01/01/2021 – 06/30/2021

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 B “Compensation” to increase funding by \$9,081 for the FTE and funding for Care Navigator 1, from .25 FTE to .42 FTE and from \$11,260 to \$19,368 (with a subsequent increase in indirect administration costs - \$973); revised Exhibit B is attached.
2. Replace Sections 35.1 and 35.2 in the General Terms and Conditions (page 8 of the original contract), per Whatcom County Ordinance 2021-016, with the following:

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 (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 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 (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.

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 (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.

3. Funding for this contract period (07/01/2020 – 06/30/2021) is not to exceed \$89,230.
4. Funding for the total contract period (07/01/2019 – 06/30/2021) is not to exceed \$169,378.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2021.

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: Anne Deacon 6/2/2021
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 6/2/2021
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 6/3/2021
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Greg Winter</u>	Greg Winter, Executive Director	6/9/2021
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

<u>DocuSigned by: Satpal Sidhu</u>	6/10/2021
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
(360) 734-5121
greg_winter@oppc.org

EXHIBIT "B" – Amendment #2
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$89,230, is local DD Millage and DSHS/DDA funds. The budget for this cost reimbursement contract is as follows:

*Item	Invoice Documentation	Budget
Care Navigator 1 (.42 FTE)	General Ledger Detail	\$19,368
Care Navigator 2 (1.0 FTE)		\$48,975
Supervisor (.15 FTE)		\$10,577
Translation/Interpreters		\$750
Subtotal		\$79,670
**Indirect Administration @ 12%		\$9,560
TOTAL BUDGET		\$89,230

*Funding may be transferred between line items, with written County authorization.

**In no instance will the indirect cost rate exceed the current federally approved rate.

II. **Invoicing**

1. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include documentation listed in the budget table above.
2. The Contractor shall submit invoices via email to HL-BusinessOffice@co.whatcom.wa.us.
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 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.