

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

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:	Chelsea Johnson
Contractor's / Agency Name:	Imagine Institute

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input 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:
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?	Contract Cost Center:	1382406
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If yes, RFP and Bid number(s):	Subrecipient	

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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 478,910	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This agreement provides funding for assisting new home-based childcare providers through the start-up of home-based childcare businesses in Whatcom County.

Term of Contract:	20 Months	Expiration Date:	12/31/2025
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Contract Routing:	1. Prepared by:	Sarah Simpson/Chelsea Johnson	Date:	02/22/2024
	2. Health Budget Approval	JS	Date:	05/08/2024
	3. Attorney signoff:	Christopher Quinn	Date:	5/7/2024
	4. AS Finance reviewed:	A Martin	Date:	05/07/2024
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**SUBRECIPIENT AGREEMENT**  
**Between Whatcom County and The Imagine Institute**

Whatcom County Contract No.
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**The Imagine Institute**, hereinafter called **Subrecipient** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 13,
- Exhibit A (Scope of Work), p. 14 to 21,
- Exhibit B (Compensation), p. 22 to 25,
- Exhibit C (Certificate of Insurance), p. 26,
- Exhibit D (American Rescue Plan Act Subrecipient Agreement), pp. 27 to 31,
- Exhibit E (Subaward Information), p. 32
- Exhibit F (ARPA Eligibility Memo).

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 22<sup>nd</sup> day of May, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2025.

The general purpose or objective of this Agreement is to assist home-based childcare businesses with training, licensure and startup expenses in order to expand the availability of childcare in Whatcom County, as further 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 \$478,910. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on:

**SUBRECIPIENT:**

The Imagine Institute  
16000 Christensen Road, Suite 201  
Tukwila, WA 98188

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 to bind the party thereto.

\_\_\_\_\_  
Caitlyn Bridenstine, Executive Director                      Date

**WHATCOM COUNTY:**  
**Recommended for Approval:**

\_\_\_\_\_  
Ann Beck, Community Health & Human Services Manager                      Date

\_\_\_\_\_  
Erika Lautenbach, Health and Community Services Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Christopher Quinn, Chief Civil Deputy Prosecutor                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive                      Date

**SUBRECIPIENT INFORMATION:**

**The Imagine Institute**  
16000 Christensen Road, Suite 201  
Tukwila, WA 98188  
[cate@imaginewa.org](mailto:cate@imaginewa.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

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 Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Business Automobile Liability**

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### **3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any



and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in

the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

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.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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:

Chelsea Johnson, Early Learning & Care Program Specialist  
Whatcom County Health & Community Services

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health & Community Services  
Chelsea Johnson, Early Learning & Care Program Specialist  
509 Girard Street  
Bellingham, WA 98225  
[cjohnson@co.whatcom.wa.us](mailto:cjohnson@co.whatcom.wa.us)

The Imagine Institute  
Caitlyn Bridenstine  
16000 Christensen Road, Suite 201  
Tukwila, WA 98188  
[cate@imaginewa.org](mailto:cate@imaginewa.org)

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

If applicable, 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. If applicable, 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](http://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:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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:**

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

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**

To alleviate the shortage of childcare providers in Whatcom County exacerbated by the pandemic, Imagine Institute will provide relationship professional development (RBPd) as well as startup awards for individuals preparing to open a licensed home-based childcare business.

This program has the following objective: Increase the number of licensed family (home-based) childcare providers thus increasing available childcare slots in Whatcom County through RBPd and startup support for new childcare providers.

**II. Definitions**

The following are terms and definitions found throughout the Exhibits A and B.

**Early Achievers (EA) and Quality Standards**– EA is a State Quality Rating Improvement System (QRIS) in place to provide a common set of best practices to recognize, support and improve the quality of early learning settings throughout Washington state. The five Quality Standards used to assess quality are: Learning Environment, Child Outcomes, Interactions and Curriculum, Family Engagement and Partnerships, and Professional Development and Training.

**Imagine U** – Imagine U is a relationship-based mentorship program designed to increase the number of Licensed Family Child Care (LFCC) providers.

**Initial license** – The first license a Licensed Family Child Care (LFCC) would receive, issued by Washington State Department of Children Youth and Families (DCYF). A DCYF licensor should complete a licensing program observation within the first six months of a LFCC receiving their initial license. If a LFCC program is determined to be in-compliance with child care licensing WACs during this observation, the program will be issued a non-expiring license at that time. If the LFCC is not in-compliance during this observation, the program may be issued a second initial license for an additional six months.

**Intern** – A selected participant who is determined to start their own LFCC and who agrees to participate in Imagine U by completing all STARS training requirements and paid internship hours at their Mentor’s child care business. Upon completion of Imagine U, Interns will have developed the necessary preparations to begin operating their own child care business.

**Lead Mentor** – Lead Mentors provide guidance to program participants (both Mentors and Interns), connect participants to resources and serves as a liaison with Imagine Staff.

**Mentor** – Individuals who are currently operating Licensed Family Child Care (LFCCs) who will provide guidance and feedback to Interns as they complete 20 hours of paid hands-on learning in the Mentor’s facility per month, learning best practices while they ready their own environment and create their program’s policies for licensing. A Mentor may work with 1-3 Interns.

**Mentor Pathways** – A program that includes regular meetings where Mentors report on the status of their cohorts or interns, participate in training, receive coaching and advice and share best practices.

**Participation or Contract Agreement** – An agreement signed by either Mentors (Contract Agreement) or Interns (Participation Agreement) outlining the requirements of their role and agreeing to participate fully in the Imagine U program.

**STARS** – The State Training and Registry System (STARS) is the system through Washington State which manages state-approved training and in-service training.

**Subsidy** – State funded child care tuition assistance program – commonly referred to as *Working Connections Child Care* (WCCC).

Other helpful definitions may be found in the “description” column below in the table found within the Statement of Work section.

### **III. Statement of Work**

Imagine Institute will host the Imagine U program in order to facilitate the startup of approximately 17 new LFCCs who can care for low-income children in Whatcom County. The program helps individuals prepare to open a childcare business through mentorship, on-the-job experience and coaching, free training, as well as start-up and licensure cost assistance.

Imagine Institute will begin with recruiting new LFCC providers throughout Whatcom County utilizing existing channels including email, phone, text, social media and door-to-door (if necessary). Imagine Institute will focus on recruitment in rural areas of Whatcom County.

Participants enrolling in Imagine U as an Intern or Mentor will then participate in orientation and onboarding where Imagine Institute staff will thoroughly review all program expectations and requirements as well as have participants sign participation agreements indicating the participant is aware of what is expected of them in order to complete the Imagine U program. Orientation and onboarding includes, but is not limited to, program eligibility requirements, how to navigate difficult conversations with adults, establishing a workplace environment conducive to adult learning, introduction to reflective practices for adults and an overview and completion of the Contract Agreement that will be executed between Imagine Institute and the Mentors. Interns will also sign a Participation Agreement which includes a commitment to become a licensed Family Child Care provider and serve a minimum of one child receiving subsidy.

Once all Participant and Contract Agreements are signed and in place for participants, the Imagine U will assign Interns to a Mentor and the 10-month RBPD program begins. Imagine U's training includes multifaceted approaches to preparing Interns to eventually become LFCC providers. This program includes 20 hours of hands-on learning within their Mentor's facility per month and STARS training via state approved trainers in topics such as environment, health and safety, development of business plans and financial stability controls, curriculum, caring for children with special needs, enrollment and family engagement. While Interns are preparing to initiate their own LFCC business, Mentors are also participating in regular training called Mentor Pathways, to strengthen their proficiency in supporting Interns to complete the Imagine U program. Mentor Pathways is a required program in which Mentors meet to report on the status of their cohorts and receive regular coaching, ongoing professional development, and peer learning opportunities.

While participating in Imagine U, Mentors and Interns will be compensated with monthly stipends. Mentors may receive a maximum of eight monthly stipends at \$500 each per Intern they are assigned (maximum of three Interns per Mentor) to provide ongoing RBPD and conduct personalized observations of their intern(s). Interns may receive a maximum of eight monthly stipends at \$400 each for their paid on-the-job training in the Mentor's facility. Mentors will submit documentation of their observations of Interns in order to receive their stipend. Interns submit a timesheet detailing the hours worked in their Mentor's business and are compensated proportionately to the hours worked, up to 20 hours per month.

Upon completion of the program, participants are eligible for a Successful Mentor Award or a New Provider Award. These awards will be no more than \$4,000 per participant. To receive these awards, Mentors and Interns must demonstrate successful completion of the requirements agreed upon within their Participant or Contract Agreements. Participants of Imagine U must also submit a letter of request for their final award detailing how the funds will be invested into program quality improvements. These investments must be tied to program quality and in alignment with Early Achievers and Quality Standards. In addition to the aforementioned letter of request, Interns must also submit an application packet providing documentation of successful completion of DCYF requirements for new providers. All participants will also complete a program evaluation.

Imagine Institute shall carry out the program according to the following Tasks and budget:



## **Task 1 – Outreach and Recruitment**

*Objective:* The Contractor will recruit currently licensed family childcare providers (Mentors) and 15 – 17 prospective licensed family childcare (LFCC) businesses intending to enroll in Imagine U.

- a. The Contractor will conduct intensive recruitment to prospective new home-based childcare businesses throughout Whatcom County, particularly focusing on rural areas.
- b. The Contractor will recruit Mentors, as necessary to provide Mentors for all potential Interns.

*Activities/Expectations:*

- a. Outreach and recruitment efforts will be conducted via phone, email, text, social media and door-to-door (if necessary).
- b. Outreach must occur in at least English, Spanish and Russian.
- c. The Contractor will leverage shared services hub and network of providers to optimize interest.
- d. The Contractor will provide information on Imagine U through its existing technical assistance and outreach staff.
- e. When prospective providers contact the Contractor, follow-up calls will be made within 48 hours.
- f. All prospective providers must be able to document the pandemic's impact on the development of their business start-up (i.e., delay in licensing, needing to leave workforce to support children's virtual learning/schooling, etc.).

*Deliverables:*

At a minimum, the Contractor will:

- a. Disseminate six email campaigns
- b. Circulate two mailers to the Contractor's contact list (Early Learning workforce specific) and list from Whatcom residents, if possible.
- c. Distribute printed flyers
- d. Publish ten targeted social media advertisements to Facebook, Instagram and Google Advertisements.
- e. Attend at least four Whatcom County community events

Outreach is variable, depending on the community, numbers may change depending on responses by interested community members.

## **Task 2 – Orientation and Onboarding**

*Objective:* The Contractor will orient and onboard 15 – 17 prospective LFCC providers (Interns) to enroll in the Imagine U Program.

- a. The Contractor will review Imagine U expectations and requirements of participants as well as scheduling of the 10-month program with prospective Interns.
- b. The Contractor will ensure completion of participant onboarding paperwork/documentation, including background checks.

*Activities/Expectations:*

- a. Provide orientation to LFCC providers interested in becoming Imagine U Mentors for both returning and new mentors. Orientation must include:
  - i. Program eligibility requirements;

- ii. Background checks
  - iii. Mentor responsibilities;
  - iv. How to navigate difficult conversations with adults establishing a workplace environment conducive to adult learning;
  - v. Introduction to reflective practices for adults; and
  - vi. Overview of the contract agreement that will be executed between the Contractor and each Mentor.
- b. Complete contract agreements with licensed FCC providers to become Imagine U Mentors.
  - c. Intern qualifications and eligibility includes a commitment by the Intern to:
    - i. Become a LFCC provider and serving a minimum of one child receiving subsidy;
    - ii. Provide proof of Lead Teacher qualifications or professional development plan (PDP) to complete qualifications prior to the in-person licensing orientation; and
    - iii. Provide proof of COVID-19 impacts documenting the negative impact COVID had on the individual and/or their ability to start a small business to be eligible to participate in Imagine U.
  - d. Complete participation agreements with all Interns.
  - e. Facilitate Mentor matching and assign a ratio of Mentors to Interns ranging from 1:1 to 1:3.

*Deliverables:*

At a minimum, the Contractor will:

- a. Complete contract and participation agreements including a commitment to become a LFCC and qualifications for Lead Teacher or PDP.
- b. Completion of orientation to LFCC.
- c. Collection of submitted narratives on how COVID negatively impacted participants' ability to start a small business.

**Task 3 – Training**

*Objective:* Over the 10-month program, the Contractor will provide training to 15 – 17 interns to prepare them to meet minimum credentialing/licensing requirements in order to proceed towards opening their LFCC small business.

*Activities/Expectations:*

- a. Provide monthly STARS training from State-approved trainers for Interns including but not limited to:
  - i. Environment;
  - ii. Health and Safety;
  - iii. Staff, Volunteers and Family;
  - iv. Business Plans and Finance;
  - v. Care and Curriculum;
  - vi. Caring for Children with Special Needs;
  - vii. Enrollment of Children; and

### viii. Family Engagement

- b. Identify a Lead Mentor to participate in Mentor Pathways and host regular meetings with Mentors.
- c. Require all Mentors to participate in Mentor Pathways and receive regular coaching, ongoing professional development and peer learning opportunities.
- d. Develop comprehensive implementation plan and business model for each Intern upon completion of the training.
- e. The Contractor and Mentors will communicate with the Intern regarding any delays in program progress.

#### *Deliverables:*

At a minimum, the Contractor will:

- a. Complete all STARS training required for minimum qualifications of LFCC providers.
- b. Identify LEAD Mentor(s).
- c. Facilitate Mentor Pathways meetings.
- d. Document and address any delays in program progress of Mentors or Interns.

### **Task 4 – Technical Assistance (TA)**

*Objective:* The Contractor will ensure that Imagine U participants are confident in their completion of program requirements.

- a. The Contractor will provide ongoing TA to Mentors, including:
  - i. Time to review assignments;
  - ii. Answering questions regarding milestone completion; and
  - iii. Improving technical skills.

#### *Activities/Expectations:*

- a. Instruction, TA and weekly peer connection for Mentors and Interns will be provided in their primary language, typically through virtual instruction/webinars.
- b. Host regular TA webinars to assist Mentors in completing program deliverables.
- c. Promptly identify needs for further assistance and offer follow-up necessary in order for providers to successfully complete licensure.

#### *Deliverables:*

At a minimum, the Contractor will:

- a. Provide support, guidance and monitoring towards prospective LFCC completion of Imagine U requirements.
- b. Present webinars to Mentors in order to guide their leadership and mentoring capabilities.

### **Monthly Observation Stipends**

Monthly observation stipends will be used to compensate Mentors for participation in Imagine U Program requirements. Imagine U Mentors will receive stipends of up to \$500 per month for a maximum of \$4,000 per Mentor, per Intern they are assigned (maximum of three Interns per Mentor).

- a. The Contractor must monitor and document the progress of each Mentor towards the completion of all required activities.

- b. Mentors must document and submit monthly Intern progress and mentoring activities while mentoring the Intern towards milestones, resulting in the development of a business plan to open an in-home family childcare business.
- c. Monthly documentation reports must be submitted and tracked to monitor each Intern's progress towards completion in the program.

### **Monthly Hands-On Education Stipends**

Monthly Hands-On Education Stipends will be used to compensate Interns for participation in Imagine U requirements. Stipends will be administered to Interns of up to \$400 per month, for a maximum of \$3,200 per Intern.

- a. Interns will complete up to 20 hours per month of paid, hands-on learning in their Mentor's facility.
- b. Monthly timesheets documenting hours of hands-on learning completed are required.

### **Successful Mentor Awards**

The Contractor shall administer Successful Mentor Awards to Mentors who successfully complete the contractual requirements of an Imagine U Mentor. Compensation will be administered to Mentors for successful completion of Imagine U program requirements to be invested in program quality improvements in alignment with Early Achievers and Quality Standards.

- a. The Contractor will evaluate letters of request from Mentors for the approval of up to \$4,000 in funding, including detail on how the funds will be invested into program quality improvements in alignment with Early Achievers and Quality Standards to the Contractor for approval.
- b. Mentors will complete a program evaluation.
- c. The Contractor may establish a process for recommending a Mentor to earn a Successful Mentor Award even if their Intern does not complete their licensing obligations. This must include the development of a standardized process for determining award recommendations in such circumstances. If a standardized process is necessary, it will require approval by County staff, prior to implementation.

### **New Provider awards**

New Provider Awards will be administered to up to 17 new LFCC providers for successful completion of Imagine U program and licensing requirements.

- a. The Contractor shall administer New Provider Awards to Interns once they submit an application packet containing documentation of successful completion of Imagine U requirements as well as LFCC licensing requirements, to be approved by the Contractor.
- b. To receive a New Provider Award, the LFCC must be established to accept Working Connections Childcare subsidy through the State Department of Children Youth and Families.
- c. Licensing and subsidy status will be verified by the County before the award is issued by the Contractor.
- d. Application packets should include but are not limited to:
  - i. Completed portable background check cleared in MERIT;
  - ii. Verified and approved education entered in MERIT;
  - iii. WAC required trainings recorded in MERIT (including Childcare Basics, CPR/First Aid Certification, Blood Borne Pathogens training, Food Handler training, Mandated Reporter training, and DCYF-required trainings on Infant Safe Sleep, Disaster Preparedness,

Medication Management, Prevention of Shaken Baby, Attendance, and Subsidy Billing training)'

- iv. Submitted and verified TB test results via MERIT;
- v. Copy of initial license granted from DCYF and business license, if applicable; and
- vi. Declaration to serve a minimum of one child on subsidy at the time of applying for an award.

By entering into this contract, Imagine Institute is agreeing to make concerted efforts to meet the program activities and contract milestones as outlined throughout Exhibit A (Scope of Work). If Imagine Institute does not meet the agreed upon program activities, deliverables and/or contract milestones during any two consecutive quarters of the contract and/or if Imagine Institute fails to engage with the Whatcom County staff to re-envision the program model or make necessary adjustments to better serve participants, Whatcom County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the contract amount, withhold payment, or terminate the contract in line with notice requirements in this contract's boilerplate.

#### **IV. Reporting**

Imagine Institute shall provide reports and documentation to Whatcom County in order to document the progress toward performance goals within this contract. Any updates to required reporting documentation within the contract period shall be mutually agreed upon. Imagine Institute shall track data using a Whatcom County approved method for the purposes of program data collection and evaluation.

Required reporting documentation shall include, but is not limited to:

1. Task Specific Reporting
  - a. Orientation & Onboarding
    - i. Copies of all signed Contract & Participation Agreements, including the commitment of Interns to become a LFCC provider and earn all qualifications for the role of Lead Teacher or submit a PDP detailing completion schedule.
    - ii. Copy of attendance list for the Orientation to LFCC.
    - iii. Copies of submitted narratives on how COVID negatively impacted each Intern's ability to start a small business.
    - iv. List of Mentor/Intern assignments.
  - b. Training
    - i. Copies of attendance lists and training agendas for STARTS training provided to Mentors and Interns.
    - ii. Identification of Lead Mentor(s).
    - iii. Copies of attendance lists for all Mentor Pathways meetings.
    - iv. Documentation of any delays in program progress pertaining to Imagine U, Mentors or Interns.
  - c. Technical Assistance to Mentors
    - i. Copy of attendance lists and agenda or meeting minutes for TA webinars.
  - d. Successful Mentor Awards

- i. Copies of approved letters of request for each Mentor including detail on how the funds will be invested into program quality improvements in alignment with Early Achievers and Quality Standards.
- ii. Copies of completed program evaluations for each Mentor receiving an award.
- iii. Documentation for any Mentor Award designated even though their Intern did not complete entire Imagine U program including a summary of all activities and interactions completed by the Mentor.

e. New Provider Awards

Copies of New Provider Award packets for each Intern including all details and documentation listed in the Statement of Work table above in Exhibit A.

2. Quarterly Report: Completed and submitted by the end of the month following the quarter's end, on April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup>, and January 30<sup>th</sup>. Imagine Institute will track county-wide implementation of Imagine U processes and progress including narrative pertaining to the outputs and outcomes listed in the table above, found in the Statement of Work section.
3. Monthly Report: Completed and submitted by the 15<sup>th</sup> of the following month. Imagine Institute will track and provide documentation for, at minimum:
  - a. Data about individuals served through all program services, including at a minimum first/last name, address, business address, STARS number, and license number.
  - b. Narrative summary of services delivered for Imagine U program.
  - c. Eligibility documentation for all participants as described in the Onboarding and Orientation section.
  - d. Participant address information for verification of census tract and council district.
  - e. Aggregate demographic information covering all program participants including race/ethnicity, gender, and language.
4. Year-End Progress Report: 2024 Progress Report completed and submitted no later than January 31<sup>st</sup>, 2025. The report will include information across all deliverables for the program to date, including narrative and data regarding program implementation, lessons learned, identified risks and proposed solutions, and recommendations for Whatcom County consideration.
5. Final Program Report: Due no later than August 31, 2025. Report will include all information within the quarterly report plus additional narrative and data indicating cumulative outcomes and a summary, and analysis of impact for all Contractor deliverables over the life of the program.
6. Whatcom County reserves the right to request additional supporting documentation or information, as needed and between reporting periods. A minimum of three business days' notice shall be provided to Imagine Institute. If Imagine Institute believes such notice is inadequate to prepare the report, it shall work with Whatcom County to adjust the due date for additional requested information.

The Contractor must retain backup documentation and all program records on file for five (5) years for all program participants, program activities, services and assistance provided under this contract. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

**EXHIBIT "B"**  
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this agreement, in the amount not to exceed \$478,910, is Coronavirus State and Local Fiscal Recovery Funds (CFDA 21.027). This is a direct reimbursement contract and the budget for this contract is as follows. The Contractor will be reimbursed for direct wages, benefits, mileage, light refreshments\*\*, meeting room rental, supplies, advertisements and other direct costs related to implementing the scope of work. Contractor may be reimbursed for administrative personnel who are directly working on contract management or other activities directly necessary to implementing this agreement.

The budget for tasks three through eight is based off of a full cohort of 17 LFCC providers. If there are less than 15 Interns participating and completing the Imagine U program, the amount Imagine Institute should invoice to Whatcom County should be prorated to the amount of participants.

Task	Cost Description	Documentation Required per Invoice Refer to Exhibit B.1 for additional requirements	Not to Exceed Budget
	*Administrative Activities		\$25,840
1	Outreach & Recruitment	Payroll cost report including individual allocations for staff assigned to this contract	
2	Orientation & Onboarding	<ul style="list-style-type: none"> <li>Payroll cost report including individual allocations for staff assigned to this contract.</li> <li>List of Mentor/Intern assignments</li> </ul>	\$86,904
3	Training		\$57,120
4	Technical Assistance to Mentors	Payroll cost report including individual allocations for staff assigned to this contract	\$30,600
5	Monthly Observation Stipends (Mentors) – \$4,000 max per Mentor, for up to 17 Mentors	<ul style="list-style-type: none"> <li>Expanded GL detail documenting stipends paid</li> <li>Mentor's observations of Interns</li> </ul>	\$68,000
6	Monthly Hands-On Education Stipends (Interns) – \$3,200 max per Intern for up to 17 Interns	<ul style="list-style-type: none"> <li>Expanded GL detail documenting stipends paid</li> <li>Intern timesheets</li> </ul>	\$54,400
7	Successful Mentor Awards – \$4,000 per Mentor for up to 17 Mentors	<ul style="list-style-type: none"> <li>Expanded GL detail documenting awards paid</li> </ul>	\$68,000
8	New Provider Awards – \$4,000 per Intern for up to 17 Interns	<ul style="list-style-type: none"> <li>Letter of request for final awards</li> </ul>	\$68,000
<b>SUBTOTAL</b>			<b>\$458,864</b>
***Indirect, 10% MTDC*			\$20,046
<b>TOTAL</b>			<b>\$478,910</b>

Contractor's Invoicing Contact Information:	
Name	
Phone	
Email	

**Refer to Exhibits B.1 and B.2 for invoicing information.**

- \* Administrative activities include salaries of administrative and clerical services that are integral to the project (e.g., invoice preparation, receipt management, etc).
- \*\* Light refreshments include nonalcoholic beverages and edible items commonly served between meals, but not intended to substitute for meals, e.g., coffee, soft drinks, doughnuts, sweet rolls, fruit, cheese.
- \*\*\* Indirect is calculated as 10% of expenses (\$200,464), excluding stipends.

\*\*\*\* *Modified Total Direct Cost (MTDC)* means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs\*\* and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

\*\*\*\*\**Participant support costs* means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.



## 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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [CJohnson@co.whatcom.wa.us](mailto: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 15<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> 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](http://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](http://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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [CJohnson@co.whatcom.wa.us](mailto: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.

**EXHIBIT "C"**

(CERTIFICATE OF INSURANCE)

**“Exhibit D”**  
American Rescue Plan Act Funding  
Subrecipient Agreement

The Contractor is considered a subrecipient for purposes of this contract and will hereafter be referred to as Subrecipient for this portion of the contract. Source of funding is Coronavirus State and Local Fiscal Recovery Funds, CFDA No. 21.027

**1. COMPLIANCE WITH LAWS**

- A. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).
- B. The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the Coronavirus State and Local Fiscal Recovery funds, including the Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.
- C. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- D. Other federal regulations applicable to this award include:
  - (i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - (ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - (iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - (iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - (v) Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
  - (vi) New Restrictions on Lobbying, 31 CFR Part 21.
  - (vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations
  - (viii) Generally applicable federal environmental laws and regulations.
- E. The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- F. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.
  - (ii) The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

- (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
  - (v) The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - (vi) The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement.
- G. Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- H. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- I. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.
- J. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- (i) A member of Congress or a representative of a committee of Congress;
- (ii) An Inspector General;
- (iii) The Government Accountability Office;
- (iv) A Treasury employee responsible for contract or grant oversight or management;
- (v) An authorized official of the Department of Justice or other law enforcement agency;
- (vi) A court or grand jury; or
- (vii) A management official or other employee of Subrecipient, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- K. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federal assisted programs and activities for individuals who, because of national denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- L. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.
- M. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

- N. Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances contained in sections J, K, L and M herein-above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

## **2. ACKNOWLEDGEMENT OF FEDERAL FUNDS**

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement(s):

*This project was supported, in whole or in part, by American Rescue Plan Act funding awarded to Whatcom County by the U.S. Department of Treasury.*

## **3. REPAYMENT OF FUNDS TO THE COUNTY**

- A. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.
- B. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.
- C. The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

## **4. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- A. **General Provisions**  
Subrecipient shall make the facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.
- B. **Equal Access to Housing Regardless of Sexual Orientation or Gender Identity**  
Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as set forth in 24 CFR, Parts 5 and 570. These provisions ensure that any qualified individual or family is not denied equal access to housing. In addition, the RECIPIENT shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing assisted under this Agreement.
- C. **Housing Preferences**  
Projects which have committed to limit eligibility or preference to a particular segment of the population may do so only if permitted by Fair Housing Act restrictions.

Any limitation or preference in housing must not violate nondiscrimination provisions in 24 CFR § 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

If the Project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the Project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

- The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
- Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
- Such services cannot be provided in a non-segregated setting. The families must not be required to accept the services offered at the project. In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from the services provided in the project.

D. **TDD/TTY or Relay Service Required**

Subrecipient agrees to list a TDD/TTY or the Washington Relay telephone number on all of the written policies and documents that they make available to participants, beneficiaries, or employees, including their letterhead, materials used to market programs, and any other public document that lists a telephone number.

**5. DOMESTIC PREFERENCES FOR PROCUREMENTS**

**Domestic Preference for Procurements**

As appropriate, and to the extent consistent with the law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**6. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

- i. This clause does not prohibit subrecipients from providing –
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
  - i. Are *not used* as a substantial or essential component of any system; and
  - ii. Are *not used* critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting Requirement.*

- i. In the event the subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the subrecipient is notified of such by a subcontractor at any tier or by any other source, the subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
  - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within 10 business days or submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

7. **RECORDS MAINTENANCE**

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Subrecipient shall retain such records for a period of five (5) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



**“Exhibit E”  
ARPA SUBAWARD INFORMATION**

	Item Description	Contract Information
1	<b>Subrecipient Name (Exactly as listed in DUNS): <a href="http://www.SAM.gov">www.SAM.gov</a></b>	The Imagine Institute
2	<b>Subrecipient DUNS Number: <a href="http://www.SAM.gov">www.SAM.gov</a> or Unique Entity ID</b>	QDEVRSF35RS5
3	<b>Federal Award Identification Number (FAIN):</b>	SLFRP1195
4	<b>Federal Award Date (from Federal contract)</b>	March 3, 2021
5	<b>Start and End Date of the contract:</b>	May 7, 2024-December 31, 2025
6	<b>Amount of Federal Funds Obligated by this action:</b>	\$478,910
7	<b>Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):</b>	\$478,910
8	<b>Total Amount of the Federal Award committed to the subrecipient through Whatcom County:</b>	\$478,910
9	<b>Project description from Federal Award:</b>	Sections 602( b) and 603( b) of the Social Security Act ( the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117- 2 ( March 11, 2021) authorize the Department of the Treasury ( Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.
10	<b>Name of the Federal awarding agency:</b>	United States Department of the Treasury
11	<b>Name of the pass-through entity/entities:</b>	n/a
12	<b>Contact information for awarding official- (Name of County project coordinator)</b>	Chelsea Johnson / <a href="mailto:C.Johnson@co.whatcom.wa.us">C.Johnson@co.whatcom.wa.us</a>
13	<b>Contact information for awarding official- General Contact email or phone number:</b>	360-778-6000
14	<b>CFDA Number</b>	21.027
15	<b>CFDA Name Program Name</b>	Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CDFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)
16	<b>Is the award Research and Development?</b>	No
17	<b>Indirect Cost Rate per the Federal Award</b>	10% de minimis
18	<b>Federal requirements imposed on the subrecipient by Whatcom County:</b>	See contract terms above
19	<b>Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:</b>	See contract terms above
20	<b>Indirect Rate: Subrecipient approved rate or de minimis</b>	10% de minimis
21	<b>Access to subrecipient’s accounting records and financial statements as needed.</b>	Confirmed
22	<b>Closeout Requirements</b>	Full drawdown of contract or expiration of contract

## Exhibit F

### MEMORANDUM TO FILE

FROM: KAYLA SCHOTT-BRESLER, WHATCOM COUNTY STRATEGIC INITIATIVES MANAGER,  
EXECUTIVE'S OFFICE

DATE: March 26, 2024

RE: AMERICAN RESCUE PLAN ACT - DETERMINATION OF ELIGIBLE USE FOR CHILDCARE  
ASSISTANCE

#### Section 1: Eligible Use

The Department of the Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan allows funds to be used for the purposes of childcare and early learning services. Childcare and early learning services are responsive to the pandemic's impacts on households and communities. Per Treasury, "Under the final rule, childcare and early learning services are available to impacted households or classes of households, not just those disproportionately impacted. These eligible uses can include new or expanded services, increasing access to services, efforts to bolster, support, or preserve existing providers and services, and similar activities. Further, Treasury is clarifying that improvements to or new construction of childcare, daycare, and early learning facilities are eligible capital expenditures" (p. 4364, Federal Register / Vol 87, No. 18).

<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

The final rule offers guidance on p. 4363-4364 identifying childcare and early learning as an eligible use of funds to provide assistance to households or populations who faced negative economic impacts due to COVID-19.

The final rule states:

*"As daycares and schools closed in-person activities during the pandemic, many working families were left without childcare during the day. Although daycare centers and schools have since reopened in many communities, there remains a persistent childcare shortage as childcare employment levels have not fully rebounded since the sharp decline in childcare employment at the beginning of the pandemic. As a result, working parents in communities across the country, and more specifically women, may face challenges entering or reentering the labor force.*

*Low-income households are also more likely to lose access to quality childcare. The widespread closure of childcare centers combined with a lack of access to paid family leave means parents in low-income households are more likely to experience a reduction of income or leave their jobs due to a lack of childcare options.*

*Additionally, childcare providers serving primarily low-income families were less likely to remain open during the pandemic because of tighter profit margins and general community financial insecurity, compared to childcare providers serving primarily high-income families.*

*In addition to disruptions to childcare, early learning services were also significantly impacted by the pandemic, and the disruption of these services had widespread ramifications for learning loss, parental support, and equity. Early learning centers have seen declined enrollment across the board, though there was a larger dip in enrollment for low-income households. This lower enrollment coincides with a diminishing workforce, as similarly to childcare, early childhood educators have been leaving the profession due to long hours, low pay, and health and safety concerns. As a result, children's school readiness has suffered, leading to potential long-term impacts on life outcomes. The impact also extended to parents. Parents, especially mothers, may face challenges in the workforce if early learning services are unavailable.*

*Treasury agrees with commenters' analysis that challenges accessing or affording childcare have been widespread during the pandemic, affecting many jurisdictions and populations across the country. Disruptions to early care and learning services similarly have had broad impact and likely result in negative impacts for young children and their parents.*

Under the final rule, childcare and early learning services – including capital expenditures - are a clear eligible use of SLFRF funds. Discussed below is further information related to the eligibility of the population served through childcare and early learning programs funded by SLFRF.

## **Section 2: Summary of Impacted Community**

The final rule allows the use of SLFRF funds for childcare and early learning services (including capital expenditures) targeted toward families and communities impacted by COVID-19.

Whatcom County seeks here to outline ways in which families with children age 0-5 – the beneficiaries of new home-based childcare programs – were impacted by the pandemic.

The final rule states: “Disruptions to early care and learning services similarly have had broad impact and likely result in negative impacts for young children and their parents”. This is clear policy recognition from Treasury that families with young children were negatively impacted by the pandemic.

According to the national Center for Law and Social Policy report [Supporting Infants and Toddlers Through Federal Relief and the American Rescue Plan](#):

*Today's infants and toddlers have lived virtually their entire lives during a pandemic, shaping every aspect of their growth and wellbeing. The pandemic has impacted them directly, through individual experiences such as delayed screenings for developmental issues and reduced social interactions, and because they live in families that have faced increased hunger and housing insecurity. These*

*young children have also been indirectly affected through the circumstances of other members of their households, including increased parental stress, illness, and job loss. Simply put, COVID has remade their entire world during a critical, formative period...*

*While it is too soon to know the full, long-term impacts of the pandemic on infants, toddlers, and their families, early research has indicated concerns about delays in the cognitive and motor skills of infants and toddlers being raised during the pandemic. Researchers have found that infants born during COVID are more likely than those born before the pandemic to have reduced social and physical development, regardless of whether they were exposed to the disease in utero.*

Childcare disruptions compounded the stress, access to care, economic, and employment issues families experienced during the pandemic. Unfortunately, Whatcom County did not escape this trend and local research illuminates the impacts the pandemic had on young children and their families in Whatcom County communities.

According to [Whatcom County's COVID-19 Community Health Impact Assessment](#), local families with young children experienced a range of childcare-related impacts during the pandemic:

- The closure of childcare facilities and schools due to the pandemic had a direct impact on families' incomes, housing and food security, and our County's economic health
- School and childcare center closures because of COVID-19 resulted in many parents, disproportionately women, leaving the workforce. The numbers of women who left the workforce varied by race and ethnicity, with non-white, single mothers facing the biggest employment challenges
- Parents of children with special healthcare needs lost access to skilled in-home childcare providers, leaving them without any respite care. This was a factor limiting these parents' ability to maintain employment during the pandemic.
- With changes in employment during the pandemic (e.g. layoffs, reduced hours, and job losses), the cost of childcare became prohibitive for many families.
- Some childcare providers charged their usual rates but had to reduce the number of hours of service in order to comply with pandemic protocols to have small cohorts of teachers and children. Families wound up with less childcare at the same cost.

These impacts are further highlighted as part of the [Whatcom County Childcare Demand Study](#). This study surveyed 1,212 respondents representing 835 children between 0 and five and 716 school-age children and found that the increased difficulty in balancing work and childcare was the biggest COVID-19 impact for survey takers. Half of respondents also indicated that the childcare they have now does not meet their needs, with commonly cited barriers being cost, availability, or struggles related to the COVID-19 pandemic. Nearly three quarters of respondents experienced an increased difficulty balancing work and caring for children because of the pandemic. Increased mental and behavioral health needs were also common among this sample.

This program serves children age birth to 5 with the addition of 15-17 new childcare facilities (180-204 new licensed slots) and has thus been designated as serving an impacted Whatcom County community.