

	<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>	Whatcom County Contract No. <b>202011032 - 2</b>
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Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	SeaMar Community Health Centers

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202011032	

Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	660430
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below: **This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)**
- Professional services agreement for certified/licensed professional.
  - Contract work is for less than \$100,000.
  - Contract for Commercial off the shelf items (COTS).
  - Contract work is for less than 120 days.
  - Work related subcontract less than \$25,000.
  - Interlocal Agreement (between Governments).
  - Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	
\$	262,516
This Amendment Amount:	
\$	95,460
Total Amended Amount:	
\$	357,976

- Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**
1. 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.

Summary of Scope: This contract provides funding for operations at a temporary housing facility for people in need of isolation and quarantine due to COVID-19.

Term of Contract:	15 Months	Expiration Date:	05/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	12/04/2020
	2. Health Budget Approval	KR/JG	Date:	01/22/2021
	3. Attorney signoff:	RB	Date:	01/25/2021 jthom
	4. AS Finance reviewed:	M Caldwell	Date:	01/22/2021
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:	JT	Date:	02/10/2021
	8. Council approved (if necessary):	AB2021-079	Date:	02/09/2021
	9. Executive signed:	✓	Date:	2-11-2021
	10. Original to Council:	✓	Date:	2-17-2021

**WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT**

**PARTIES:**

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

**AND CONTRACTOR:  
SeaMar Community Health Centers  
1040 S Henderson Street  
Seattle, WA 98108**

**CONTRACT PERIODS:**

**Original: 03/01/2020 – 12/30/2020**

**Amendment #1: 12/31/2020 – 01/31/2021**

**Amendment #2: 02/01/2021 – 05/31/2021**

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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**DESCRIPTION OF AMENDMENT:**

1. Extend the term of the contract through 05/31/2021.
2. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.
3. Add Exhibit G Special Terms and Conditions of Washington State Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019).
4. Funding for the extended contract period (02/01/21 – 05/31/21) is not to exceed \$95,460.
5. Funding for the total contract period (03/01/2020 – 05/31/2021) is not to exceed \$357,976.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 02/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: Approved by AD/JT \_\_\_\_\_ 01/11/2021  
 Anne Deacon, Human Services Manager \_\_\_\_\_ Date

DEPARTMENT HEAD APPROVAL: Erika Lautenbach \_\_\_\_\_ 02/10/2021  
 Erika Lautenbach, Health Department Director \_\_\_\_\_ Date

APPROVAL AS TO FORM: Approved by RB/JT \_\_\_\_\_ 01/25/2021  
 Royce Buckingham, Prosecuting Attorney \_\_\_\_\_ Date

FOR THE CONTRACTOR:  
 Contractor Signature: [Signature] \_\_\_\_\_  
 Print Name and Title: Rogelio Rigas, CEO \_\_\_\_\_  
 Date: 2/9/21 \_\_\_\_\_

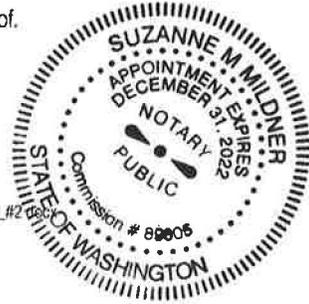


On this 9th day of FEBRUARY, 2021, before me personally appeared ROGELIO RIGAS to me known to be the CEO and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]  
 NOTARY PUBLIC in and for the State of Washington.  
 Residing at Whatcom, WA  
 My Commission expires: 2/16/2022

FOR WHATCOM COUNTY:  
[Signature] FOX SS \_\_\_\_\_ 2-11-21 \_\_\_\_\_  
 Satpal Singh Sidhu, County Executive \_\_\_\_\_ Date

STATE OF WASHINGTON )  
 COUNTY OF WHATCOM )  
 On this 11th day of February, 2021, before me personally appeared Tyler Schroeder Satpal Singh Sidhu, to me known to be the Deputy Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner  
 NOTARY PUBLIC in and for the State of Washington. Residing at \_\_\_\_\_  
 Bellingham. My Commission expires: 12-31-22

**EXHIBIT "B" – Amendment #2  
(COMPENSATION)**

**Budget and Source of Funding:** Funding for this contract period (02/01/21 – 05/31/21) may not exceed \$95,460. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. The project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). The budget for this contract is as follows:

<b>BUDGET (02/01/2021 – 05/31/2021)</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>Budget</b>
Salaries for personnel providing Facility Operational Support, Consultation, and Technical Assistance	Expanded GL report for the period	\$89,460
Support Assistance Program and Flex Funds	GL Detail or Credit Card statement and Receipts showing documentation to support dispersals	\$6,000
<b>TOTAL BUDGET:</b>		<b>\$95,460</b>

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

**II. Invoicing**

1. The Contractor shall submit itemized invoices according to the date provided in #2 below in a format approved by the County to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. Invoices submitted for payment must include the items identified in the table above. **Final invoices for payment for the 02/01/21 – 05/31/2021 contract period must be submitted no later than June 21, 2021.**
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:  
**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for 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 G"**  
**(Special Terms and Conditions for Emergency Preparedness & Response  
COVID-19 Local CARES Grant – CFDA #21.019)**

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "DOH" shall mean the Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. GUIDANCE TO FUNDING RECIPIENTS**

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed under the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments at [https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register\\_2021-00827.pdf](https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf).

**3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

**6. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**7. LAWS**

The Contractor 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)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor 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.

**8. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**9. RECORDS MAINTENANCE**

The Contractor 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 Contractor 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 Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**10. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**11. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** SeaMar Community Health Centers – COVID-19 Temporary Housing Facility Contract Amendment #2  
**DATE:** January 25, 2021

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

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine who have no other option to accomplish this, a temporary housing facility has been opened. This contract provides funding for SeaMar to support the daily operations at the facility. SeaMar has the necessary experience to accomplish this effort based on their current work as the provider of the Whatcom Ground-level Response and Coordinated Engagement (GRACE) Program. At the time amendment #1 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31<sup>st</sup> had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through 05/31/2021.

▪ **Funding Amount and Source**

Funding for this extended contract period (02/01/21 – 05/31/2021) may not exceed \$95,460 and funding for the entire contract period (03/01/2020 – 05/31/2021) may not exceed \$357,976. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act and Title V and VI of the CARES Act, passed thru the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds will be included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

