

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201910011

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:	Joe Fuller
Contractor's / Agency Name:	Whatcom Family & Community Network

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): 19-40 Contract Cost Center: 124113

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

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ 65,000	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.
This Amendment Amount: \$	
Total Amended Amount: \$	

Summary of Scope: This contract provides funding for services to reduce risk for substance use and poor mental health by providing evidence-based programming. Services include outreach, education, mentoring, family programming, case management.

Term of Contract:	1 Year	Expiration Date:	12/31/2020
Contract Routing:	1. Prepared by:	JT	Date: 07/23/2019
	2. Health Budget Approval:	KR	Date: 09/26/2019
	3. Attorney signoff:	RB	Date: 09/27/2019
	4. AS Finance reviewed:	<i>MDC</i>	Date: <i>10/3/19</i>
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:	<input checked="" type="checkbox"/>	Date: <i>9-27-19</i>
	7. Submitted to Exec.:	<input checked="" type="checkbox"/>	Date: <i>10-7-19</i>
	8. Council approved (if necessary):	<input checked="" type="checkbox"/>	Date: <i>10-22-19</i>
	9. Executive signed:	<input checked="" type="checkbox"/>	Date: <i>10-23-19</i>
	10. Original to Council:	<input checked="" type="checkbox"/>	Date: <i>10-25-19</i>

CONTRACT FOR SERVICES AGREEMENT
Building Healthy Communities

Whatcom County Contract No.
201910011

Whatcom Family & Community Network, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8,
- Exhibit A (Scope of Work), pp. 9 to 12,
- Exhibit B (Compensation), p. 13,
- Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to **deliver youth prevention programs designed to reduce substance use and promote healthy youth and families**, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$65,000. The contract number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of SEPT., 2019.

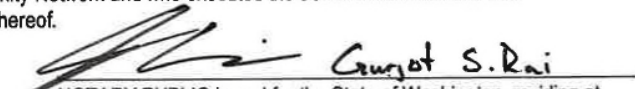
CONTRACTOR:

Whatcom Family & Community Network

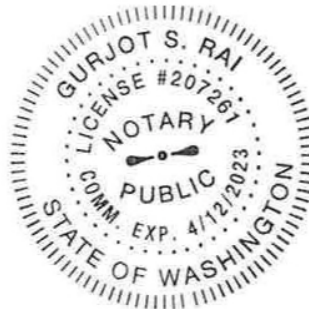

Kristi Slette, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 27th day of September, 2019, before me personally appeared Kristi Slette to me known to be the Executive Director of the Whatcom Family & Community Network and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 4-12-2023.

CONTRACTOR INFORMATION:
Whatcom Family & Community Network
Kristi Slette, Executive Director
1231 N Garden Street, Suite 210
Bellingham, WA 98225
360-738-1196
Kristi.Slette@wfcn.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:

When 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.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

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

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

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

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

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

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

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Joe Fuller, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6045
JFuller@co.whatcom.wa.us

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

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

38.2 **Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:** Not Applicable

38.3 **E-Verify:** Not Applicable

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

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

40.2 **Contractor Commitments, Warranties and Representations:** Not Applicable

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

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

42.1 **Disputes:**

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

- b. **Notice of Potential Claims:**
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- c. **Detailed Claim:**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
- d. **Arbitration:**
Other than claims for injunctive relief 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 Agreement 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 Agreement 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, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. 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.

Unless otherwise specified herein, this Agreement 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

The services provided under this contract have been designed to prevent youth substance use and poor mental health by reducing risks for those behaviors. Research shows that youth are more at risk of anti-social behaviors if they are socially isolated, do not feel like they belong, and have no hope or sense of purpose. In Whatcom County, many youth are struggling with issues that challenge their ability to connect and build resilience. 38% of 10th graders in Whatcom County reported feeling so sad or hopeless for two weeks or more that they stopped doing usual activities. 24% of 10th graders also reported seriously contemplating suicide. 22% of 10th graders reported using alcohol in the past month, and 32% of 8th graders report being bullied in the past month. Individuals who feel connected and 'bonded' to peers, family, school, and community are less likely to use drugs, experience poor mental health, commit crimes, join gangs, or engage in other unhealthy behaviors.

The purpose of this contract is to provide opportunities for youth and families to participate in healthy activities that strengthen relationships. The Contractor will provide youth development classes, parent skill building activities, community training, mentoring, and multiple evidence-based best practice programming.

The use of evidence-based activities in this project will help achieve **both** positive **behavioral outcomes**, as well as demonstrate **financial benefits** to the public. *Cost savings for these strategies, according to the Washington State Institute on Public Policy, range from \$1,167 per participant to as much as \$20,706 per participant. Savings by service/program can be found at <https://www.wsipp.wa.gov/BenefitCost>.* Behavioral outcomes evidenced by these federally recognized best practice programs also include:

1. 25% reduction in the rate of child maltreatment
2. 33% reduction in the rate of out-of-home placements – e.g., in foster homes
3. 35% reduction in the rate of hospitalizations or emergency room visits for child maltreatment injuries
4. Reduced rates of skipping school and increased academic performance
5. Reduced rates of initiating alcohol and other substance use
6. Decreased rates of past month use of alcohol and other substance use
7. 88% of parents reported a decrease in harsh discipline and 76% reported an increase in positive parenting
8. 76% of parents reported decreased antisocial behavior in their child
9. 79% of youth reported increased emotional competence and 75% reported improved concentration/attention
10. 83% of students met their academic performance standards

Research has also shown that individuals who develop skills (communication, peer refusal, conflict resolution, etc.) while increasing knowledge about risks, develop essential resilience to negative behaviors.

II. Statement of Work

The primary target locations for this initiative are the schools and surrounding communities for the Birchwood and Roosevelt neighborhoods, along with areas of Mt. Baker, Blaine, Ferndale, and Nooksack school district boundaries. Other sites may be included if they have demonstrated heightened levels of substance use, gang activity, poverty, child abuse, and other identified risk factors.

This initiative will target 400 individuals, including 100 parents and 300 school-aged youth. Additional community-wide trainings and family engagement opportunities will also target 1,500 youth and families. An emphasis on outreach will focus on youth vulnerable to mental health and substance abuse risks due to exposure to Adverse Childhood Experiences, community health disparities, or other circumstances that elevate risk.

Some of the following services will be provided through the use of subcontracts to community providers who have already demonstrated success with the programs. All subcontracts will be subject to the review and approval of the County.

The Contractor will provide the following services:

1. Conflict Resolution Training – deliver conflict resolution workshops and restorative practices using best practices for small-group facilitation, classroom management, and strategies for engaging with at-risk youth. Skill-building activities include 3 – 4 hour classroom presentations, 6 – 8 hour small group workshops, generally once per week in one-hour sessions. Additional skill-building activities include conflict coaching (1 – 4, one-hour sessions, weekly) and leadership training (1 – 2, 2-hour sessions, weekly). Intervention activities may include peer-peer mediation, restorative circles, and restorative conferences, generally 1 – 2 sessions, 2 hours each.
 - a. The goal is for 70% of participants to report positive change in their knowledge and attitudes relating to conflict.
2. Mentoring Services – target mentoring services to 15 – 20 youth. Services will be delivered weekly during the academic school year. Mentoring staff will perform enrollment activities, training, match support, and services to engage youth in positive, healthy activities that increase connection to positive individuals.
 - a. Program Outcome Evaluation surveys designed for these services will be completed by mentors/parents to document improvement in confidence, competence, and other subject improvements.
 - b. The goal is for 80% of students to demonstrate improvements in measured behaviors.
3. Parenting Training and Support – Program will partner with individual families to provide individual parent coaching in one of four evidence-based curriculums. Focusing on parents with children ages 0 – 8 years, services will target at least 30 adults and 30 children. Parenting Coaches provide initial interviews that are trauma-informed and utilize motivational interviewing, identifying risks and protective factors. Families receive 0 – 12 parent coaching sessions (4 sessions per family on average). Parent Coaches provide outreach to families and partner organizations including attendance at partner meetings, participation and report at Whatcom Prevention Coalition meetings, and participate at Shuksan Community Family Night. The evidence based curriculums include:
 - a. **Incredible Years** – A program guided by developmental theory on the role of multiple interacting risk and protective factors in the development of conduct problems. The program is designed to work jointly to promote emotional and social competence and to prevent, reduce, and treat behavioral and emotional problems in young children. Provide two, 6-week evidence-based Incredible Years Attentive Parenting Classes in rural communities currently lacking these services. Each series serves up to 12 families (24 families--36 parents and 48 children). Each session is 2.5 hours and includes two Brigid Collins Incredible Years-trained facilitators, onsite childcare, a meal, and a weekly check-in phone call with a facilitator. Incredible Years is for parents of children ages 2 – 6 years.
 - b. **Parent Child Interaction Therapy (PCIT)** – A treatment program for young children with conduct disorders that place emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns. PCIT was developed for children ages 2 – 7 years with externalizing behavior disorders.

c. **Positive Parenting Program (Triple P)** – Triple P is a multilevel system of parenting and family support strategies for families with children from birth to age 12, with extensions to families with teenagers ages 13 to 16. Triple P is designed to prevent social, emotional, behavioral, and developmental problems in children by enhancing their parent's knowledge, skills, and confidence. Triple P has five intervention levels of increasing intensity to meet each family's specific needs. Triple P has a great deal of flexibility and is very effective with parent's more complex mental health needs and creates a therapeutic relationship that deals with case management issues and behavioral plans.

d. **Promoting First Relationships** - Promoting First Relationships (PFR) is a home-based program designed to strengthen relationships between infants and toddlers and their caregivers, to support socio-emotional development in these children, and to improve caregiver sensitivity.

The goals for parent training and support are for 80% of parents to increase their knowledge of child development and non-punitive discipline, and for 80% of parents to improve their relationship/bond with their child.

4. **Youth Development Opportunities** – provide development opportunities a minimum of 15 times through school based prevention clubs, youth leadership events, service opportunities, and related events. Topics address issues/risks that youth face like substance use, family concerns, depression, and bullying. Sessions provide opportunities for youth to participate in positive events that build skills, including communication, social skills, and leadership. Material and experience will be delivered to 10-20 individuals per session.

a. The goal is that 80% of youth participants will report being engaged authentically as a leader in the work, as demonstrated through participant surveys.

5. **Youth Outreach** - provide direct services to youth, which can include afterschool programming, and coordinate community volunteers and partnerships that provide opportunities and skill building for high-risk youth, including youth who are at-risk of gang engagement or currently living where gang-related activity is a priority of law enforcement. Youth outreach will target 20 youth, grades 5 to 12, for prevention services. This includes face-to-face interaction or other direct communication with young people, connecting with parents and schools to gain support for youth participation, and to connect families to vital community resources. The Youth Outreach Coordinator will perform at least (100) one-hundred hours of direct services across the calendar year. Additional effort is dedicated to engage coalition members and other community organizations to support youth development activities and training. The goal of the coordinator is to increase connection of youth to peers, family, and community, and will be documented through program records.

6. **Prevention Training** - provide a minimum of six training events. Training will be used to educate the community on risks associated with exposure to toxic stress, substance abuse, violence (including gang activity and domestic violence), and other problem behaviors; increase understanding of healthy youth development; and build essential skills (i.e., communication and conflict resolution). Ten to twenty individuals will participate in each training event.

a. The goal is for 80% of attendees to increase knowledge of the training topic area, as demonstrated through training participant evaluations.

The Contractor will also:

1. Encourage youth to participate in school prevention clubs where youth can engage in healthy social opportunities through community service and leadership activities.

2. Convene members of the Whatcom Prevention Coalition, Mount Baker Community Coalition and Building Healthy Communities Team at least twice a year to discuss ongoing implementation of this project and its activities.
3. Utilize stipends as an engagement tool for hard to reach youth and parents, providing additional capacity to deliver activities in this contract.
4. Information about services delivered through this contract will be shared with school staff in the targeted areas. School staff can refer students or families to the available services. Similarly, youth and families served through this contract will be made aware of resources available in school settings.
5. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
6. Service reports will be submitted at least twice each year according to the following timetable:

Service Period	Due Date
January – June	July 31 st
July – December	January 31 st

- a. Service reports will include the following information for each service area:
 - i. Number of single service events provided (community events, trainings, etc.).
 - ii. Number of individuals reached through single service events.
 - iii. Number of recurring service events provided (groups, classes, etc.).
 - iv. Number of individuals reached through recurring service events.
- b. Outcome reports will be submitted as appropriate for the area of service. Anticipated outcomes are included in each service description. Data may be collected through program records, pre/post surveys, school records, interviews with providers, or other measurement tools.
- c. Collect additional documentation to verify activities, provided to the County upon request. This may include copies of event/training/class flyers or posters, registrations lists, sign-in sheets, case files, outreach materials, and other documents demonstrating the work performed.

Exhibit "B"
Compensation

The source of funding for this contract, in an amount not to exceed \$65,000, is the Behavioral Health Program Fund.
The budget for services is as follows:

Item	Documentation Required with Invoice	Budget
Program Coordinator, Youth Outreach Coordinator, Director (salary, benefits, taxes)	Approved hourly billing rate and timesheet showing total hours and hours charged to this contract.	\$23,802
Mileage	Mileage log to include name of traveler, dates, start and end point, and purpose. Reimbursement will be at the Federal rate (www.gsa.gov).	\$2,000
Supplies, Materials, Printing	Receipts	\$1,989
Stipends	Stipend documentation must detail each individual, number of hours, activity supported, dates of support, and include a signature of the stipend recipient (5 stipends: 1 at \$100; 4 at \$50)	\$300
Subcontracted Services		
Mentoring and Wrap Around Support	Subcontractor's invoice with dates of service, # of participants	\$3,000
Restorative & Conflict Resolution Practices		\$9,000
Parent Training & Support Program		\$19,000
Administration @ 10%		\$5,909
TOTAL		\$65,000

The Contractor may transfer funds between budget line items with prior County approval but under no circumstances will the Administration rate exceed 10%.

Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th day of the month, following the month of service.
- The Contractor shall submit invoices to (include contract #):
 Business Office – HL-BusinessOffice@co.whatcom.wa.us
 Whatcom County Health Department
 509 Girard Street
 Bellingham, WA 98225
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- 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 in this invoice.
- Duplication of Billed Costs or Payments for Services: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Exhibit "C"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

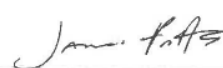
PRODUCER Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227		CONTACT NAME: Michael Palmer PHONE (A/C, No, Ext): (360) 734-1161 FAX (A/C, No): (360) 734-1173 E-MAIL ADDRESS: MichaelP@riceinsurance.com	
INSURED Whatcom Family & Community Network 1231 N Garden St #210 Bellingham WA 98225-5162		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		PHPK1772615	03/26/2019	03/26/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person) \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PROPERTY DAMAGE (Per accident) \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers are listed as Additional Insureds per form PI-GLD-HS 1011 attached. This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory per form PI-GL-005 0712. Waiver of subrogation applies per form CG2404 0509 attached.

CERTIFICATE HOLDER		CANCELLATION	
Whatcom County 311 Grand Ave Bellingham WA 98225		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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RECEIVED

OCT 7 - 2019

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: Jack Louws, County Executive
FROM: ^{RAD} Regina A. Delahunt, Director
RE: Whatcom Family & Community Network – Building Healthy Communities Contract
DATE: September 30, 2019

Enclosed are two (2) originals of a contract between Whatcom County and Whatcom Family & Community Network (WFCN) for your review and signature.

▪ **Background and Purpose**

This contract provides funding for youth prevention programs designed to reduce risk for substance use and poor mental health by providing evidence-based programming to promote healthy children, families and communities through positive and pro-social development opportunities. Services include outreach, education, mentoring, family programming, case management and wrap-around supports, and training on restorative and conflict resolution practices.

▪ **Funding Amount and Source**

Funding for this contract is provided by the Behavioral Health Program Fund in an amount not to exceed \$65,000. These funds are included in the 2020 budget and Council approval is required as funding exceeds \$40,000.

▪ **Differences from Previous Contracts**

This is a new contract resulting from RFP 19-40 and is similar to services provided by WFCN since 2013.

Please contact Joe Fuller at extension #6045 if you have any questions regarding this agreement.

Encl.

