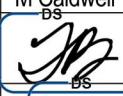



**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202012017 – 8

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 202012017
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.090
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 14.231 / 21.027
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202008014 / 201907017
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sole Source	Contract Cost Center:	122200 / 122300 / 114 / 122800 / 129100 / 1388502
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 4,158,271		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.	
This Amendment Amount: \$ 574,760			
Total Amended Amount: \$ 4,733,031			
Summary of Scope: This contract provides funding for the Whatcom Homeless Service Center (WHSC), a centralized point of entry for homeless prevention and re-housing services for Whatcom County residents.			
Term of Contract:	1 Year	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 01/03/2022
	2. Health Budget Approval	KR/JG	Date: 02/07/2022
	3. Attorney signoff:	RB	Date: 02/08/2022
	4. AS Finance reviewed:	M Caldwell	Date: 2/8/22
	5. Contractor Program Manager:		Date: 2/23/2022
	6. Executive Contract Review.:		Date: 2/24/2022
	7. Council approved (if necessary):	AB2022-116	Date: 02/22/2022
	8. Executive signed:		Date: 2/24/2022
	9. Original to Council:		Date:



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Opportunity Council – Whatcom Homeless Service Center Contract Amendment #8

**DATE:** February 23, 2022

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

▪ **Background and Purpose**

The Whatcom Homeless Service Center (WHSC) provides coordinated entry for the homeless housing system. The WHSC makes referrals to partner agencies for housing case management services, cultivates and maintains relationships with local landlords and motel operators, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

In response to growing community needs and safety concerns created by the COVID-19 pandemic, the WHSC expanded provision of emergency shelter to households experiencing housing instability. The motel rooms used as emergency shelter provide alternatives to congregate settings, thus decreasing exposure to COVID-19, and increases safety and linkages to housing resource for participating households.

This amendment increases funding by \$574,760 to support additional households with rental assistance and families with children using motel rooms as emergency shelter, the addition of a staff position to coordinate emergency shelter placements for families with children, and the addition of a staff position to support, expand, and improve implementation of the coordinated entry referral system.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$2,225,008 during this contract period (01/01/2022 – 12/31/2022) and \$4,733,031 for the entire contract period (01/01/2021 – 12/31/2022) is provided by the Washington State Department of Commerce Consolidated Homeless Grant, (including supplemental Shelter and RRH Grant), the federal Emergency Solutions-CV Grant (CFDA 14.231), local document recording fees, the Veteran's Assistance Fund, County American Rescue Plan Act funds (CFDA 21.027), and HB 1406. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment increases the approved total budget by more than 10%.

Please contact Ann Beck, Human Services Manager at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202012017 – 8

**WHATCOM COUNTY CONTRACT AMENDMENT**

**PARTIES:**

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

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

**CONTRACT PERIODS:**

<b>Original and Amendments #1 through #3:</b>	<b>01/01/2021 – 06/30/2021</b>
<b>Amendments #4 &amp; #5:</b>	<b>07/01/2021 – 12/31/2021</b>
<b>Amendment #6:</b>	<b>09/29/2021 – 12/31/2021</b>
<b>Amendment #7:</b>	<b>01/01/2022 – 12/31/2022</b>
<b>Amendment #8:</b>	<b>02/23/2022 – 12/31/2022</b>

**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. Amend Exhibit A – Scope of Work, to include coordination of emergency shelter placements for families with children who are experiencing homelessness and to increase targeted outcomes for recipients of rental assistance and emergency shelter placements.
2. Amend Exhibit B – Compensation, to increase funding by \$574,760, shift line item funding sources based on available funds, and increase emphasis on use of expiring grants. The increase in funding will support additional households with rental assistance and families with children using motel rooms as emergency shelter, the addition of a staff position to coordinate emergency shelter placements for families with children, and the addition of a staff position to support, expand, and improve implantation of the coordinated entry referral system.
3. Replace Exhibit G (Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant) with the American Rescue Plan Act Funding Subrecipient Agreement.
4. Add Exhibit H – Subaward Information
5. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed \$2,225,008.
6. Funding for the total contract period (01/01/2021 – 12/31/2022) is not to exceed \$4,733,031.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 02/23/2022.



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: <sup>DocuSigned by:</sup>  
Ann Beck 2/23/2022  
2B365B50422344A...  
Ann Beck, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: <sup>DocuSigned by:</sup>  
Erika Lautenbach 2/23/2022  
956C651A30374BD...  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: <sup>DocuSigned by:</sup>  
Royce Buckingham 2/23/2022  
1EE5DBBDB9542404...  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<sup>DocuSigned by:</sup>  
Greg Winter Greg Winter, Executive Director 2/24/2022  
333C420134704A0...  
Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

<sup>DocuSigned by:</sup>  
Satpal Singh Sidhu 2/24/2022  
149267618D864E3...  
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council  
1111 Cornwall Avenue  
Bellingham, WA 98225  
360-734-5121  
[Greg.Winter@oppco.org](mailto:Greg.Winter@oppco.org)



**EXHIBIT “A” – Amendment #8**  
**(SCOPE OF WORK)**

**I. Background**

The annual Point in Time Count of homelessness conducted in January 2021, counted 859 people in Whatcom County who were experiencing homeless. Throughout the year, hundreds more face the prospect of losing their homes. The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. The WHSC authorizes and coordinates service delivery among partner agencies.

The WHSC is modeled upon evidence-based approaches to homelessness diversion, permanent supportive housing and rapid re-housing (RRH). WHSC housing services work to shift the focus from reliance upon night-by-night emergency shelters and costly institutional facilities in meeting the needs of those experiencing or at risk of homelessness to diversion and permanent housing. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing, WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

WHSC programs include both rental assistance and case management components. WHSC staff manages the Housing Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. In response to growing community needs and safety concerns created by the COVID-19 pandemic, the WHSC expanded provision of emergency shelter to households experiencing housing instability. The motel rooms used as emergency shelter provide alternatives to congregate settings, thus decreasing exposure to COVID-19, and increases safety and linkages to housing resources for participating households.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served must meet the eligibility requirements of the program funding sources as further referenced in Section IV. – Program Requirements.

**II. Definitions**

Diversion	Diversion can be the first response to resolving a homelessness episode by focusing on re-housing without a family entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household’s own strengths and resources, and services are tailored to meet each family’s most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding, etc.).
Housing Pool	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington’s Homeless Management Information Services – A database used by housing service providers to collect and manage data gathered during the course of providing housing assistance to homeless people or households at risk of losing their housing.
Partner Agencies	Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled

	dependents, or full-time students. Household income may not exceed 50% of area median gross income as defined by HUD.
ESG-CV Prevention	An intervention providing financial assistance including rent, utilities, and case management, for households at imminent risk of or at-risk of, homelessness.
Rapid Re-housing (RRH)	An intervention in which families and individuals experiencing homelessness are rapidly connected to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance including rent and utilities, and targeted supportive services including case management.
ESG-CV Rapid Rehousing and Prevention; Other Financial Assistance	Inclusive of: rental application fees charge by the owner to all applicants; security deposits; last month's rent; moving costs; utility deposits; utility payments; landlord and volunteer incentives.
SHB 1406	SHB 1406 legislation passed in 2019 provides the ability for local communities to retain a portion of sales tax collections to use for rental assistance, operations of new units of supportive and affordable housing, and acquiring, rehabilitating, or construction of affordable housing, for residents with an income of 60% or less of the area median income.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) re-housing of those who become homeless (3) supportive services promoting housing stability and self-sufficiency, and (4) data management and tracking information for people receiving homeless housing services in Whatcom County and according to the Washington State Department of Commerce HMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.

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

The Contractor will be responsible for programmatic and administrative services associated with the operation of the Whatcom Homeless Service Center. Administrative and programmatic services include all activities necessary to operate the WHSC as set forth in Sections 1 and 2, below:

#### **1. Administrative Responsibilities**

The Contractor will:

- A. Provide all Human Resource and administrative services to WHSC employees (e.g., payroll, office supplies and equipment, space rental, IT support, etc.).
- B. Perform all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated to WHSC operations. Contractor will maintain a strong internal control system over rental subsidy disbursements to assure funds are used as intended by this contract. Contractor will maintain written policies and procedures describing how these transactions are processed.
- C. Support WHSC and other housing partners in the management of the HMIS, providing troubleshooting and technical assistance, as needed.
- D. Maintain all client financial and eligibility documentation as described/referenced in Exhibit E.
- E. Maintain all financial documentation as required in Exhibits B and E.

- F. Ensure that the processes and internal controls are operating as planned and make policy adjustments, as needed.
- G. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness and subsequent Local Plan Updates.
- H. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County's Plan to End Homelessness and subsequent Local Plan Updates.

## **2. Programmatic Services**

The Contractor will:

- A. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council's Community Service Division and Northwest Youth Services intake staff.
- B. Maintain a Housing Pool, which includes prioritizing households for services according to need and available resources and managing a wait list.
- C. Coordinate placement of vulnerable families into Whatcom County emergency shelters for the purpose of providing safety and linkages with case management and permanent housing services.
- D. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.
- E. Refer eligible clients to partner agencies for housing case management services.
- F. Administer rental assistance – authorize and disburse subsidies based on housing assessment and determination of need and eligibility. Authorize and disburse emergency assistance per procedures as outlined in the WHSC Policies and Procedures Manual.
- G. Develop the local permanent housing inventory component of the homeless housing system – Search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organizations.
- H. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington State Department of Commerce.
- I. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.
- J. Provide leadership to community stakeholders regarding activities focused on homelessness and housing stability.
- K. Compile and keep up-to-date WHSC Policies and Procedures Manual consistent with the Washington State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions Grant-CV.



- L. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.
- M. Complete the Whatcom County Coalition to End Homelessness Annual Report (Point In Time Count Report). This annual report shall be completed and ready for distribution no later than June 1. An exception to this will be made in extenuating circumstances when the annual Point in Time Count is not required by the WA State Department of Commerce.

#### **IV. Program Requirements**

**Under the terms of this contract, the Contractor will:**

1. Comply with all Washington State Department of Commerce Consolidated Homeless Grant requirements, eligible costs, policies and procedures in the Consolidated Homeless Grant Guidelines including periodic updates to the Guidelines which can be accessed at:  
<http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
2. Comply with all of the Department of Housing and Urban Development (HUD) coordinated entry requirements as per the HUD Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System regarding the development and implementation of coordinated entry. This Notice, under the authority of 24 CFR 578.7(a)(8), establishes new requirements that Continuums of Care (CoC) and recipients of CoC Program and Emergency Solutions Grant (ESG) Program funding must meet and relate to development and use of a coordinated entry system. This Notice can be accessed at: <https://www.hudexchange.info/resource/5208/notice-establishing-additional-requirements-for-a-continuum-of-care-centralized-or-coordinated-assessment-system/>
3. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at:  
<https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femani7tml> and  
<https://deptofcommerce.app.box.com/s/fsmf4pmwkroszjt702j1l9cfvkv5ixmq>
  - a. Per ESG-CV Guideline 3.3.1 Landlord Incentives funding may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing.
    - i. Grantees may not use ESG-CV funds to pay landlord incentives an amount that exceeds three times the rent charged for the unit.
    - ii. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.
    - iii. Grantee must maintain program records that document that program costs are reasonable.
4. Commit to ending homelessness in Whatcom County by:
  - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines)
  - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining a permanent housing (as per CHG Guidelines)
  - c. Employing a progressive engagement service model (as per CHG Guidelines)
  - d. Prioritizing households that are literally homeless when using diversion rent assistance

5. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:  
  
Elizabeth Witowski, Veterans Specialist  
Whatcom County Health Department  
360-778-6050  
[EWitowsk@co.whatcom.wa.us](mailto:EWitowsk@co.whatcom.wa.us)
6. Comply with eligibility requirements for serving people with rental assistance that are at risk of homelessness as set forth in Substitute House Bill 1406, and RCW 82.14.540, to include an area median income of 60% or less for those served.
7. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit E.
8. Comply with Business Associate Agreement incorporated herein as Exhibit D.
9. Comply with American Rescue Plan Act Funding Subrecipient Agreement incorporated herein as Exhibit G.
10. Comply with state confidentiality laws and regulations.
11. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
12. Consequences of non-compliance with CHG and ESG-CV Guidelines as per the WA State Department of Commerce:
  - a. If Commerce determines that a Grantee is failing to comply with Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
  - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
  - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.
13. 1406 Rental Assistance Guidelines:
  - a. 1406 will be used to fund rental assistance only for households meeting 1406 eligibility criteria as outlined in RCW 82.14.540 who have been prioritized by the coordinated entry process.
  - b. Funding is to be used to in accordance with the recommendations of the Whatcom County Housing Advisory Committee.
  - c. Households must have an income of 60% or less of the area median income.
  - d. Rental assistance can be provided for up to 6 months per households, with the option to request extensions.
  - e. Case management services are not an allowable expense of this funding.

## **V. Program Outcomes**

The following are the expected outcomes of WHSC in conjunction with its partner agencies. These outcomes are for a calendar year period. The WHSC must ensure rental subsidies are available to support the expected numbers of households served as follows:

1. Re-Housing
  - A. At least 227 new households that have become homeless receive short term rent subsidies and case management.
  - B. Fewer than 15% of re-housing households will re-enter homelessness one year after stable exit from the program.
2. Permanent Supportive Housing Population
  - A. At least 62 households receive housing subsidies and case management.
    - a. Two units will be from Opportunity Council owned housing units.
  - B. Up to 4 chronically homeless (CH) families with children (FWC) will receive housing subsidies funded by a subcategory of CHG funding designated specifically for permanent supportive housing for CH FWC. Case management for these families will be funded separately and provided by the Opportunity Council Community Services Program.
  - C. At least 85% retain their housing for six months.
3. Emergency Shelter
  - A. At least 125 households will receive emergency shelter assistance.
  - B. At least 50% of those households are placed in permanent housing after receiving shelter services.
4. Veterans
  - A. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
  - B. Fewer than 15% of Veterans served will re-enter homelessness one year after stable exit from the program.
5. 1406 Funds
  - A. At least 25 households will receive rental assistance for permanent housing projects to prevent or end homelessness.

## **VI. Reporting Requirements**

1. The Contractor shall submit two quarterly reports in formats approved by the County showing the Contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup>, and January 31<sup>st</sup>.

The quarterly fund reports will include:

- A. Re-Housing:
  - i. # of households that have received short term rent subsidies and case management this quarter and year to date
  - ii. # of households who re-enter homelessness after stably exiting from re-housing services



- iii. # of households that are Veterans
- iv. # and % of households who re-enter homelessness within one year after stably exiting from re-housing services
- B. Permanent Supportive Housing Assistance
  - i. # of households receiving housing subsidies and case management this quarter and year to date
  - ii. # of units will be from Opportunity Council owned housing units
  - iii. # and % who retain their housing for six months
- C. Permanent Supportive Housing for Chronically Homeless Families with Children
  - i. # of households receiving housing subsidies and case management this quarter and year to date
  - ii. # and % who retain their housing for six months
  - iii. # of households who re-entered homelessness after receiving PSH for CH FWC subsidies
- D. Emergency Shelter
  - i. # of households who received emergency shelter assistance this quarter and year to date
  - ii. # and % of households who received emergency shelter were placed in permanent housing
- E. Veterans
  - i. # of Veterans who received housing assistance this quarter and year to date
  - ii. # of Veterans who re-enter homelessness one year after stably exiting the program
  - iii. # of honorably discharged Veterans with at least 180 days of service provided housing assistance
  - iv. # of honorably discharged Veterans with less than 180 days of service provided housing assistance
  - v. # of general or under-honorably discharged Veterans with at least 180 days of service provided housing assistance

2. The quarterly coordinated entry reports will include the following measures and targets:

- A. Number of households (HHs) added to Housing Pool (HP): Annual Target 600
- B. Number of households (HHs) added to Housing Pool (HP) this quarter:
- C. Number of HHs removed from HP due to successful project referral: Annual Target 485
- D. Number of HHs removed from HP due to inactivity: Annual Target 150
- E. Of all HHs removed from HP over reporting quarter, the percent that accepted a project referral: Annual Target 75%
- F. Number of partner agency referral requests made for households that included minors: Annual Target 150
- G. Number of partner agency referral requests made for households that did not include minors: Annual Target 200

- H. Number of partner agency referral requests made during this quarter (total): Annual Target 350
- I. Mean number of days to complete referral requests for households that include minors: 3
- J. Median number of days to complete referral requests for households that include minors: 1
- K. Mean number of days to fill referral for households that do not include minors: 4
- L. Median number of days to fill referral for households that do not include minors: 1
- M. Number of new staff trained to conduct intake assessments: 5
- N. Number of multi-agency housing partner meetings to improve function of local homeless/housing system with participation from WHSC staff:36
- O. Number of community stakeholder meetings with participation from WHSC staff: 36
- P. Amount of rental assistance (including eviction prevention, motel rentals, and other stabilizing financial services) dispersed on behalf of partner agency's low-income households: Annual Target is \$1,400,000
- Q. Cumulative number of homeless households provided with emergency shelter in the form of motel stays between January 1, 2022 – December 31, 2022: 120
- R. Dates and descriptions of community or partner meetings with significant input from WHSC staff

Additionally, projects falling under specific intervention types and funded by the Consolidated Homeless Grant (CHG) will be expected to meet or make progress meeting the System Performance Measures and benchmarks as required by the Washington State Department of Commerce. System-wide performance measures and benchmarks specific to intervention type (HMIS Project type) are provided on the CHG System Performance Measures Chart on our website at: [http://www.whatcomcounty.us/910/Housing\\_Program](http://www.whatcomcounty.us/910/Housing_Program). Changes to the CHG System-wide Mandatory Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted Prevention performance measures are exempted from the Department of Commerce's "Consequences of Non-Compliance" listed in IV.(12.) above wherein "Grantee" refers to the County being the CHG recipient.

**EXHIBIT "B" – Amendment #8  
(COMPENSATION)**

- I. **Budget and Source of Funding:** Funding for this contract may not exceed \$2,225,008. The source of funding is local document recording fees, Washington State Department of Commerce Consolidated Homeless and Hotel & RRH Grants, Emergency Solutions COVID-19 (CFDA 14.231) Grant, the Veterans Assistance Fund, and HB 1406, and County ARPA funds (CFDA 21.027). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

<b>2022 Whatcom Homeless Service Center Contract Budget</b>		
<b>*Line Item</b>	<b>Documentation Required with Invoice</b>	<b>Budget</b>
<b>**Consolidated Homeless Grant Funding</b>		
Housing Retention Manager	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$32,845
Housing Resource Coordinators		\$15,000
Project Manager		\$38,155
HMIS Coordinator		\$21,000
50% Fringe Benefits Rate		\$53,500
Rent Payments: <i>Includes all eligible expenses under Consolidated Homeless Grant Guidelines</i>		\$201,500
Supportive Housing Rental Assistance for Families with Children		\$43,096
<b>CHG Subtotal:</b>		<b>\$405,096</b>
<b>Document Recording Fees</b>		
Housing Resource Coordinators	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$70,010
Project Manager		\$5,000
Housing Retention Manager		\$15,000
50% Fringe Benefits Rate		\$45,005
Direct Program Supplies, Telephone, Postage and Printing		\$2,700
Travel & Training		\$1,500
<b>Document Recording Fees Subtotal:</b>		<b>\$139,215</b>
<b>Veteran's Funding</b>		
Rental Assistance – Veteran's Funds	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$68,304
<b>Veteran's Fund Subtotal</b>		<b>\$68,304</b>



<b>ESG COVID-19 Funding</b>			
<b>RRH &amp; Prevention Rental Assistance:</b>		Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$165,000
Rental assistance, rental arrears, late fees			
<b>RRH &amp; Prevention Other Financial Assistance:</b>			\$90,000
Application fees, security deposits, last month's rent, moving costs, utility deposits/payments, and landlord incentives allowable in 24CFR576.105			
<b>Housing Stability Case Management:</b>			\$15,000
Case Manager	\$10,000		
50% Fringe Benefit Rate	\$5,000		
<b>Total Housing Stability Case Management</b>			
<b>HMIS Coordination:</b>			\$6,000
HMIS Coordinator	\$4,000		
50% Fringe Benefit Rate	\$2,000		
<b>Total HMIS Coordination</b>			
<b>Emergency Shelter Operations:</b>		\$500,000	
Motel room rentals, minor repairs, damages, or cleaning fees	\$500,000		
<b>Total Emergency Shelter Operations</b>			
<b>ESG-CV Subtotal</b>		<b>\$776,000</b>	
<b>1406 Funding</b>			
Rental Assistance for Low-Income Households	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$250,000	
<b>1406 Funding Subtotal:</b>		<b>\$250,000</b>	
<b>ARPA Funding</b>			
Emergency Shelter Coordinator	Expanded GL Report for the period plus documentation including client ID, payee, amount of payment, and federally approved fringe rate	\$50,000	
50% Fringe Benefits		\$25,000	
Coordinated Entry Program Support Specialist		\$43,333	
50% Fringe Benefits		\$21,667	
Technology and Communication Equipment for two new hires		\$6,000	
Workstation and office supplies for two new hires		\$2,000	
Motel room rentals, minor repairs, damages, and cleaning fees		\$200,000	
<b>ARPA Subtotal</b>		<b>\$348,000</b>	
<b>Subtotal of all above expenses:</b>		<b>\$1,986,615</b>	

<b>Indirect and Admin. Expenses</b>	
CHG Funding (12%)	\$48,612
DRF Funding (12%)	\$16,706
ESG-CV Funding (Admin. 7%)	\$54,320
1406 Indirect Supplement (Paid by local document recording fees @ 12%)	\$30,000
DRF Funding to cover ESG-CV indirect shortfall (5% of ESG-CV direct costs)	\$38,800
Veteran's Fund (Admin. 12%)	\$8,196
ARPA Indirect (12%)	\$41,760
<b>Indirect and Admin. Subtotal:</b>	<b>\$238,394</b>
<b>TOTAL BUDGET:</b>	<b>\$2,225,008</b>

\*Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not exceed the current federally approved rates. All allocated direct costs must be based on approved cost allocation plan.

\*\*During this grant period, a minimum of 36% of Rental Assistance – CHG Funds - must be paid out to for-profit or nonprofit private landlords, as required by the Washington Department of Commerce.

## II. Invoicing

1. The Contractor shall submit invoices to (include contract/PO #) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Send invoice-related communication to Barbara Johnson-Vinna.
3. The Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. 2021-23 Report from HMIS included with the Invoice (refer to related section of the CHG Guidelines addressing this requirement).
4. 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.

This is not research and development.

5. 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.**

6. 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”**  
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 Interim 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.

**4. 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.

**5. 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 of 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.

**6. 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 H”  
SUBAWARD INFORMATION**

	<b>Item Description</b>	<b>Contract Information</b>
<b>1</b>	<b>Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov</b>	Opportunity Council
<b>2</b>	<b>Subrecipient DUNS Number: www.SAM.gov</b>	012115247
<b>3</b>	<b>Federal Award Identification Number (FAIN):</b>	SLFRP1195
<b>4</b>	<b>Federal Award Date (from Federal contract)</b>	05/13/2021
<b>5</b>	<b>Start and End Date of the contract:</b>	03/03/2021 – 12/31/2026
<b>6</b>	<b>Amount of Federal Funds Obligated by this action:</b>	\$389,760
<b>7</b>	<b>Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):</b>	\$389,760
<b>8</b>	<b>Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:</b>	\$389,760
<b>9</b>	<b>Project description from Federal Award:</b>	Coronavirus Local Fiscal Recovery
<b>10</b>	<b>Name of the Federal awarding agency:</b>	U.S. Department of the Treasury
<b>11</b>	<b>Name of the pass-through entity/entities:</b>	Whatcom County
<b>12</b>	<b>Contact information for awarding official- (Name of County project coordinator)</b>	Barbara Johnson-Vinna
<b>13</b>	<b>Contact information for awarding official- General Contact email or phone number:</b>	360-778-6056 / <a href="mailto:BJJohnso@co.whatcom.wa.us">BJJohnso@co.whatcom.wa.us</a>
<b>14</b>	<b>CFDA Number</b>	21.027
<b>15</b>	<b>CFDA Name Program Name</b>	Coronavirus State and Local Fiscal Recovery Funds
<b>16</b>	<b>Is the award Research and Development?</b>	No
<b>17</b>	<b>Indirect Cost Rate per the Federal Award</b>	Not specified
<b>18</b>	<b>Federal requirements imposed on the subrecipient by Whatcom County:</b>	See Exhibit H
<b>19</b>	<b>Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:</b>	See Scope of Work
<b>20</b>	<b>Indirect Rate: Subrecipient approved rate or de minimis</b>	12%
<b>21</b>	<b>Access to subrecipient’s accounting records and financial statements as needed.</b>	Yes
<b>22</b>	<b>Closeout Requirements</b>	Yes