

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202407001	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8530 Community Health / 853020 Healthy Children & Families	
Contract or Grant Administrator:		Louise Trapp	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input 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 type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.100
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#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	MRSC Roster Solicitation	Contract Cost Center: 610525
Is this agreement excluded from E-Verify?		No <input type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 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 to expand, administer and manage the Whatcom Resource Information Collaborative website.			
Term of Contract:	1 Year	Expiration Date:	06/30/2025
Contract Routing:	1. Prepared by:	JT	Date: 04/30/2024
	2. Health Budget Approval:	JS	Date: 05/21/2024
	3. Attorney signoff:	Christopher Quinn	Date: 5/30/2024
	4. AS Finance reviewed:	A Martin	Date: 5/30/2024
	5. IT reviewed (if IT related):		Date:
	6. Contractor Program Manager:	<i>DP</i> DS	Date: 7/1/2024
	7. Executive Contract Review:	<i>BSR</i>	Date: 7/1/2024
	8. Council approved (if necessary):	AB2024-382	Date: 06/18/2024
	9. Executive signed:		Date: 7/1/2024
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Whatcom Resource Information Collaborative Contract

DATE: June 24, 2024

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

- **Background and Purpose**

This contract supports the expansion, administration and management of the Whatcom Resource Information Collaborative (WRIC) website. WRIC is a database and web platform supported by open source software designed to provide reliable, universal access to critical information about available health, human, and social services and resources to benefit Whatcom County residents and service providers.

This contract provides funding for the Opportunity Council to a) administer and manage the WRIC website, b) research, curate and evaluate available resources specific to substance use prevention and treatment, and c) develop and maintain an accessible calendar of community health and human services related trainings and events available to the community. The desired result is to maintain a central place to refer community agencies and individuals seeking resources related to behavioral health and substance use prevention and treatment.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$65,000, is provided by Foundation Public Health Services funds passed through the Washington State Department of Health. These funds are included in the 2024 budget. Council authorization is required per WCC 3.08.010, as funding for this contract exceeds \$40,000.

- **Differences between Previous Contracts**

This is a new contract; however, funding for similar services was provided in WC contract #202303014 through 12/31/2023. This contract provides ongoing administration and management of the WRIC while the previous contract supported services to include additional resources for and inclusion of priority populations/sub-populations and development of system training and improvements.

Please contact Louise Trapp, Community Health and Human Services Assistant Manager at 360-778-6084 (LTrapp@co.whatcom.wa.us) if you have any questions or concerns regarding this request.

Whatcom County Contract No.
202407001

CONTRACT FOR SERVICES
Between Whatcom County and Opportunity Council

Opportunity Council, 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 13,
- Exhibit A (Scope of Work), pp. 14 to 15,
- Exhibit B (Compensation), pp. 16 to 18,
- Exhibit C (Certificate of Insurance), p. 19,
- Exhibit D (Whatcom Resource Information Collaborative Charter).

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 July, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2025.

The general purpose or objective of this Agreement is to expand, administer and manage the Whatcom Research Information Collaborative, 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on: 7/1/2024

CONTRACTOR:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DocuSigned by:

Lorena Shale Director of Operations 7/1/2024

E3B6339CCADC45E...

for Greg Winter, Opportunity Council Date

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Ann Beck 6/24/2024
2B365BB0422344A...

Ann Beck, Community Health & Human Services Manager Date

DocuSigned by:
Erika Lautenbach 6/25/2024
955C651A30374BD

Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Christopher Quinn 6/25/2024
FC466FE5C88B4FD

Christopher Quinn, Chief Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Singh Sidhu 7/1/2024
1192C7C18B664E3...

By: Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council

1111 Cornwall Avenue
Bellingham, WA 98225
360-734-5121

Greg.Winter@oppco.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, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement by mutual written consent of the parties.

Extensions may be for a period of up to one year per extension, and for a cumulative total of no longer than four years, including the original term.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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

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

County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

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

Annual Aggregate

\$2,000,000.00

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

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

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

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in

connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Louise Trapp, Community Health & Human Services Assistant Manager
Whatcom County Health Department

37.2 Notice:

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

Whatcom County Health Department
Louise Trapp, Community Health & Human Services Assistant Manager
509 Girard Street
Bellingham, WA 98225
LTrapp@co.whatcom.wa.us

Opportunity Council
Greg Winter, Executive Director
1111 Cornwall Avenue
Bellingham, WA 98225
Greg.Winter@oppco.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic

transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

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

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

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a

commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

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

regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

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

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

This contract supports the expansion, administration and management of the Whatcom Resource Information Collaborative (WRIC) website, www.whatcomresources.org. WRIC is a database and web platform supported by open source software designed to provide reliable, universal access to critical information about available health, human, and social services and resources to benefit Whatcom County residents and service providers.

WRIC is led by a coalition of local organizations, in partnership with the Opportunity Council as data steward (including all duties defined in the Charter – see Exhibit D), who are working together to pursue the shared objective of a reliable, openly-accessible information about the resources available to Whatcom residents in need. WRIC's governance model distributes responsibilities among a Steering Committee (where major decisions about the activities of the Collaborative are made), a Secretariat (who facilitates the Collaborative's dialogues and decision-making processes), a Steward who is responsible for the Collaborative's data systems, content management and associated activities), and workgroups that set priorities and make recommendations.

The Contractor is the current WRIC Steward. The Steward Team developed a [Best Practices for Partnerships Guide](#) that offers a brief summary of each partnership, highlighting the challenges, successes and recommendations based on the work completed to date.

II. Statement of Work

The Contractor will:

- A. Administer and manage the WRIC (www.whatcomresources.org) website; this includes:
 - 1. Continued development, improvement and updates to the WRIC, leading to a more comprehensive and accessible resource website for the community.
 - 2. Managing and responding to user feedback and backlog work that is tracked by the Data Steward. Examples of backlog items requiring management during this contract period include:
 - a. adding accessibility information to locations so users know if a site is accessible or not; and
 - b. enhancing and improving translation services and features on the website.
- B. Add resources into the site using [Open Eligibility Human Services and Open Eligibility Human Situations taxonomy](#) and AIRS taxonomy standards (a standard for defining services and for indexing and accessing the wide variety of human services available in communities).
- C. Research, curate, update, and evaluate available resources specific to substance use prevention and treatment and other subjects as directed by the County. The Contractor will:
 - 1. Partner directly with service providers who have specialized knowledge about the specific resources targeted for curation.
 - a. The WRIC Steering Committee has identified the Whatcom County [Multi-Agency Coordination \(MAC\) group](#) to partner with to curate additional resources specific to substance use prevention and treatment and behavioral healthcare. The

Contractor will collaborate with a representative from the MAC Group to transfer the curated and vetted resources to the database. The MAC representative will support the identification and information gathering of relevant substance use and prevention resources not already included in the database and the Contractor will review and transfer this information into the database in accordance with the integrity of the database style guide policies.

- b. Populate and update the website with substance use prevention and behavioral health resources, entering a minimum of 30 behavioral health/substance use disorder (SUD) resources into the site.
- D. Develop a method for informing the community of community health and human services related trainings and events by October 31, 2024.
 - E. Participation in the MAC Group is required and participation in wider community prevention planning efforts is strongly encouraged.
 - F. Participate in WRIC Steering Committee, WRIC Membership and WRIC Data Utility Workshop meetings and provide regular updates on progress of goals, actions and outcomes.
 - WRIC Steering Committee Meetings occur every other Wednesday and the Contractor's Community Programs Manager is a voting member on the Committee. These meetings are action-oriented meetings, where elected members hold decision-making conversations and take input from the WRIC Membership Meeting.
 - WRIC Membership Meetings occur every other month, on the third Friday of the month. These meetings are information dissemination and gathering meetings. In these meetings, members propose improvements, changes and ideas about how to reach WRIC visions and goals. This is also the space where the Steering Committee comes to receive guidance and feedback on proposed pathways and strategies to attain shared goals. These meetings are open to all community members who wish to have a voice in how the WRIC database is designed for interconnectivity and access to the community.
 - WRIC Data Utility Workshop Meetings occur monthly. The meetings concern the management of data and members gather to set priorities and make recommendations.

III. Reporting Requirements

The Contractor will report activities quarterly (Q1: July-Sept, Q2: Oct-Dec, Q3: Jan-Mar, Q4: Apr-June) to the County, as follows:

- a. A summary of the resources that have been added to the site
- b. The number of MAC Group meetings attended
- c. The number of WRIC Steering Committee meetings attended
- d. The number of WRIC Data Utility Workshop meetings attended

EXHIBIT "B"
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$65,000 is provided by Foundational Public Health Services funds passed through the Washington State Department of Health. The Contractor will be reimbursed for actual costs related to the scope as indicated in the table, below. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel (wages + benefits + taxes) <ul style="list-style-type: none"> • Lead Resource Data Specialist • Supervision 	Expanded GL report for the period	\$54,118
Cell Phones – direct WRIC staff	<ul style="list-style-type: none"> • GL Detail 	\$400
*Office Equipment/Program Supplies	<ul style="list-style-type: none"> • Copies of paid invoices or receipts 	\$1,000
**Travel/Training	See Exhibit B.1 (6.c and 6.d)	\$1,500
SUBTOTAL		\$57,018
Indirect @ 14%		\$7,982
TOTAL		\$65,000

* Office equipment/program supplies includes supplies directly related to the outcomes of the program, computer monitors, desk chairs, supplies for WRIC data steward educational outreach

** Includes mileage to community meetings/trainings. Trainings relevant to data stewardship (technology trainings, resource data trainings, relevant community topic trainings)

Contractor's Invoicing Contact Information:	
Name	Lorena Shah
Phone	360-734-5121
Email	lorena_shah@oppco.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and guidelines.

EXHIBIT "B.1"
Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10%. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and LTrapp@co.whatcom.wa.us
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2"
Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and LTrapp@co.whatcom.wa.us
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2024

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 Hub International Northwest LLC 3125 Howe Pl. Suite 201 Bellingham WA 98226	CONTACT NAME: PHONE (A/C, No, Ext): 360-647-9000 FAX (A/C, No): 360-734-8496 E-MAIL ADDRESS: now.bellinghaminfo@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURED OPPOCOU-01 The Opportunity Council 1111 Cornwall Ave Ste C Bellingham WA 98225-5039	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: Certain Underwriters at Lloyds INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1370395765** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2559980-008	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2559980-008	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB865998-014	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK2559980-008	6/1/2024	6/1/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Professional Liability Claims Made Crime / Employee Theft			ENP0003443-06 7092036578	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Limit/Aggregate Retention Employee Theft Limit 1,000,000/2,000,000 5,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Per policy forms and conditions: General Liability Deluxe Endorsement Human Services form PI-GLD-HS (10/11); Primary and Non-Contributory Additional Insured form CG 20 26 04 13; and Commercial Automobile Elite Endorsement form PI-CA-001 (09/15).
 Matches prior requirements for Whatcom County contracts.

CERTIFICATE HOLDER

CANCELLATION

Whatcom County Health and Community Services 509 Girard St 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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EXHIBIT "D"
(WRIC CHARTER)

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Adopted June 2022

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Key links:

[Meeting notes](#)

[Charter starter draft](#)

[Draft] [WRIC org/system diagram](#)

[Shared Drive file folder](#) –

[Use cases](#)

[Open Referral's whitepaper](#) on sustainable production models for open resource data

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[Infographics](#)

Project Purpose Statements:

Big vision: A future in which all Whatcom residents can readily access and benefit from the resources that they need to live with dignity and respect.

Shared goal: Cultivate a healthy information ecosystem that enables people to efficiently and effectively navigate among systems of support on their journey to health and empowerment.

Specific objective: Build a sustainable and reliable resource directory data infrastructure – including technologies, organizational processes, and human resources – through which comprehensive information about health, human, and social services can be reliably managed, efficiently distributed, and effectively used.

This infrastructure should enable integration among relevant local, regional and statewide systems – so that many different information systems can share the same resource data – in order to reduce redundancy and improve efficiency. It should also be accountable to, and shaped by, local stakeholders — especially Whatcom residents in need. In this phase, we will prototype this system — with a primary initial focus on the needs of pre-natal families and young children, as well as service providers who help them – and develop a proposed strategy for scaling to serve more stakeholders while sustaining the associated operations.

Values:

- Equitability
- Accessibility
- Adaptability
- Reliability
- Sustainability

Principles:

- Treat all with dignity and respect.
- Share power.
- Be accountable.
- Learn by doing.

Complete statements of these values and principles are available in [Appendix A](#).

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Governance Structure¹

The Whatcom Resource Information Collaborative (WRIC) is a coalition of organizations working together to pursue the shared objective of reliable, openly-accessible information about the resources available to Whatcom residents in need.

The WRIC's governance model (detailed below) distributes responsibilities among a Steering Committee (where major decisions about the activities of the WRIC are made), a Secretariat (who facilitates the WRIC's dialogues and decision-making processes), a Steward (who is responsible for the WRIC's data systems, content management, and associated activities), workgroups that set priorities and make recommendations and a general membership, who actively engage in learning about the system and give feedback about its effectiveness for beneficiaries for the purpose of iterative improvement.

This governance model is subject to regular review; proposals for revisions can be submitted to the Steering Committee by any member, subject to approval by [rough consensus](#) (i.e. majority approve with no strong objection) among Steering Committee members.

The Collaborative is structured by the following roles:

- Beneficiaries
- WRIC members
- Steering committee members
- Workgroup member
- Workgroup chair
- Secretariat
- Steward
- Fiscal Sponsor

¹ Reference materials:

- [Sunburst model](#)
- [Constellation model](#)

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Beneficiaries

Beneficiaries of this work are ultimately all Whatcom residents, especially any of our neighbors in need.

Related beneficiary groups include service providers who help Whatcom residents in need, and analysts and decision-makers who can be informed in their efforts to understand the needs of our community and allocate resources to meet them. To the extent that such actors serve the interests of Whatcom residents, our work is intended to benefit theirs.

The needs of beneficiaries guide our work, setting our priorities and helping us evaluate our progress.

Soliciting input from beneficiaries is a responsibility of membership in general, and leadership in particular.

Wherever possible and appropriate, workgroups will be tasked with receiving – or, if need be, actively soliciting – and acting upon such beneficiaries' feedback.

Membership

Membership in the WRIC is open to any organization that serves and/or represents the interests of Whatcom County residents and ascribes to our stated purpose, values, and principles.

Membership responsibilities include:

- Reviewing and affirming the purpose, principles, and values of the group;
- Signing up to participate as a member;
- Designating at least one staff representative who will commit to participating in the WRIC communication and activities on an organization's behalf, including the capacity to represent the organization in the WRIC's decision-making processes; designated representatives also commit to share information about WRIC activities with the organization's leadership;
- Participating in an orientation;
- Responding to member surveys and evaluations.
- Attending meetings with regularity, and/or contributing responses to regular requests for input;
- Reviewing and updating information about all services provided by the member organization in the resource directory information system.

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Membership benefits include:

- Thorough and timely communication about all activities conducted by the WRIC
- The ability to provide prioritized input into decision-making processes of the WRIC, through meetings, surveys, design sessions, direct engagement with leadership, [and any other means?]
- Evaluation processes that assess the effectiveness of our activities and help adjust our course.
- Members can also receive technical support and capacity building from WRIC leadership when needed and feasible.

How people/orgs leave:

- Leadership of an organization can request a change in designation of representation from one staff person to another, by email to the Secretariat.
- Members who disengage from meeting attendance and are unresponsive to requests for information, or who otherwise are not able to meet membership expectations, may be removed from the membership rolls after one year from previous attendance. Members thus removed can re-apply for membership at any time.
- Members can send email correspondence to the Secretariat requesting removal. Members thus removed can re-apply for membership at any time.
- In instances where a members' behavior is found to conflict with our stated values and principles, members can be removed by steering committee vote in which a majority of steering committee members approve removal and none object.
- Information about services provided by organizations that terminate their membership will continue to be updated by the data steward after membership termination.

Membership in the WRIC is NOT necessary for inclusion of an organization's services in the resource data utility.

Members who miss three meetings in a row – without contributing significant input on relevant business matters by email or other correspondence – will be considered inactive. Inactive members will continue to receive communications but will not have privileges of prioritized input such as nominations, voting, or binding feedback. Inactive members can re-activate their membership by attending at least three meetings in a row.

Membership meetings will occur bi-monthly upon ratification of this charter, except in designated periods when membership meetings will be called more or less often as proposed by Steering Committee with majority support and no objections.

Steering Committee

The Steering Committee (SC) consists of representatives of at least four member organizations,

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and a representative of the Steward. **Only one official representative of an organization can sit on the Steering Committee at a time.**

The SC sets priorities for the WRIC, oversees workgroups and receives reports from them, makes decisions about fundraising and spending, receives and approves or revises proposed changes to the WRIC's governance model, and makes binding recommendations to the Steward for changes to the data utility, the resource access system, and future development towards case management interoperability and Community Information Exchange phases. The SC can establish priorities in the WRIC's backlog of prospective improvements for the data utility system, and/or can delegate such responsibility to appropriate workgroups. The SC will also conduct evaluations of the data utility, and its effectiveness at meeting the needs of membership and the community at large, on at least an annual basis, to be administered by the Secretariat and supported by the Steward.

The SC will create, update and disseminate, through the membership, communications and materials that describe the WRIC and its systems. This task may be delegated to a workgroup.

The Steering Committee will have a Chair and Co-Chair, who are not also representatives of the Steward, to be nominated and seconded with no objections by SC members. The Chair(s) will be responsible for setting the SC agenda and facilitating discussion.

Positions on the SC serve 2 year terms, with the ability for consecutive terms. Terms will be staggered so that only a subset of the SC is open for transition at a time.

The Steering committee meets a minimum of four times (quarterly) a year, but may meet as often as needed to address the business of the WRIC. Steering Committee meetings are open by default for any member to attend as a listener or, if invited by the Steering Committee's chair or vice-chair, as a presenter and/or discussant. When necessary and appropriate to discuss sensitive matters, the SC can establish a condition that a given meeting or portion of a meeting will be closed, as an 'executive session,' by action of the Chair or by majority vote.

Responsibilities of SC members:

- Participate in a leadership role in at least one Working Group.
- Review the membership to evaluate equitability of representation among communities in Whatcom, and set priorities for engagement of under-represented communities.
- Review and advise on the role of Steward in performing duties associated with the data utility.
- Review and advise on the role of Secretariat in performing duties associated with the workings of the WRIC.
- Review and advise on the role of Fiscal Agent in administering financial activities of the WRIC.

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How people/orgs join the SC:

Steering Committee members are **nominated or recruited** from the membership and **voted on by majority vote by the membership present** when elections are held annually or as vacancies become available.

The Steering Committee will make an effort to recruit members who reflect the diversity of populations in Whatcom County. As the data utility expands to prioritize support for additional populations, the SC is expected to ensure that membership invitation and representation is extended commensurately.

How people/orgs leave

- SC members may resign with 30 day written notice to the Steward, Secretariat and SC. SC members may request a leave of absence of up to 3 months, without removal for non-participation.
- May be removed for non-participation if they engage in less than 75% of all meetings and activities.

Workgroups:

Workgroups address specific areas of concern that are relevant to the WRIC.

Workgroups receive – and, when possible and appropriate, actively solicit – and act upon beneficiaries' feedback for system improvement.

Workgroups can conduct activities on behalf of the WRIC, and can make recommendations and proposals to other groups as to use of WRIC resources, aspects of WRIC data management policies, methods of community engagement, and etc – subject to the Steering Committee's approval and/or other Workgroup approval as designated by the Steering Committee. If Workgroup proposals do not elicit rough consensus from the Steering Committee, the SC can suggest or request revisions to the proposal before resubmission.

Workgroups should consist of at least two members, including at least two roles: one person to facilitate the workgroup (including arranging activities, taking notes, etc) and one person who will represent the Workgroup to the Steering Committee.

A workgroup must keep a current document stating its purpose, objectives, membership, and designated roles. The designated workgroup facilitator must take notes including attendance logs, discussion and activities, to be submitted to the Secretariat for dissemination to the Steering Committee and any other relevant actors.

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New workgroups can be established by any two members, by jointly drafting a proposed workgroup charter and submitting for approval by the Steering Committee.

Secretariat

The Secretariat holds and moves the process of the WRIC. This entails convening discussion of WRIC membership at large; support to convene Steering Committee; working with the steering committee to develop membership meeting agenda, co-facilitating process, documenting discussion and decisions, and disseminating information as appropriate to various parties. The Secretariat is also responsible for onboarding new members to the WRIC, including fielding expressions of interest, providing orientation to the WRIC's mission and materials, and managing the membership roster.

The Secretariat will collaborate with the Steering Committee and assigned workgroups to ensure that appropriate communications about the WRIC are regularly made available to the public.

The Secretariat will collaborate with the Steward in management of a well-documented backlog of prospective improvements to the WRIC data utility system. This backlog will be accessible to Steering Committee members and all members upon request.

The Secretariat must give 30 days notice to membership of a meeting where elections of Steering Committee members will be held.

If the Secretariat is not able to fulfill relevant duties as needed, some or all of the Secretariat roles can be transferred to another party, subject to approval by the Steering Committee.

Steward

The Steward holds and manages the information system and the contents thereof. The Steward is essentially a trustee for the community's collectively shared data – administering the resource directory information system on behalf of the community and its stakeholders. The Steward is empowered – and appropriately resourced – to implement, adapt, and manage information, technology systems, and associated activities in accordance with the policies and priorities set by the Steering Committee and community at large, ensuring that stakeholders are able to access the contents of the system and that the system is responsive to stakeholders' needs.

This responsibility entails assurance that all records in the data utility system comport with the established resource directory style guide, and that records are maintained in accordance with the procedures established in the Verification Policies document. Requests to update and/or

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clarify resource records can be submitted to a designated resource data administrator and will be addressed within a reasonable timeframe. **The steward will document requests from members in a publicly available 'backlog.'** The Steward is responsible for assessing the technical difficulty of items in the WRIC backlog, communicating about this backlog with the SC and membership at large, and addressing prioritized items in this backlog through a transparent work schedule in accordance with resolutions of the Steering Committee.

The steward will provide information about the system, its contents and operations, and any changes and needs thereof, as relevant to the WRIC's goals, through regular detailed reports to the Steering Committee, summary reports to at-large membership, and supportive documentation for users at large. The steward will designate specific roles to serve as appropriate points of contact for all matters pertaining to the information system that involve interfacing with community members and partners. **As feasible and appropriate, the steward will conduct, coordinate, or otherwise support activities such as training, troubleshooting, and technical assistance to members.**

The Steward actively creates, updates and disseminates communications and materials that assist beneficiaries to access and use the data utility, primary website and other community access points.

The Steward can be represented on the Steering Committee by a staff person who is not directly responsible for resource directory information maintenance. Any such representative cannot serve as the SC's Chair or Vice Chair.

If the steward is not able to fulfill duties of stewardship, some or all of the roles of Stewardship can be transferred to another party, subject to approval by the Steering Committee.

Fiscal Sponsor

The fiscal sponsor is a 501 (c) 3 organization and the legal entity who manages financial holdings on behalf of the WRIC.

They assume financial responsibility as a fiscal sponsor, as defined by the IRS.

The fiscal sponsor may charge an approved administrative fee, not to exceed 12% of all revenues.

Fiscal sponsor and sponsored project will enter into a legal agreement and review the relationship at the end of the first year to assess mutuality and commitment to continue. Upon

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mutual agreement, the contract may be auto-renewed, until such time as a 90-day notice to terminate is provided in writing by either party.

The fiscal sponsor is not engaged in programmatic decision-making, other than assessing whether expenditures are aligned with donor intent.

The fiscal sponsor may attend Steering Committee meetings, as needed, but is not a member of the Steering Committee based solely on this role.

The Fiscal Sponsor is expected to also be a member in good standing; the staff representative who holds membership responsibilities must be different from the staff member who is responsible for administration of the RIC's fiscal matters, and must formally acknowledge that these are separate roles, as to prevent conflicts of interest.

Any scenario in which the Fiscal Sponsor could assume responsibilities of the Steward, or vice versa, would need to be proposed and unanimously approved both by the Steering Committee and by majority vote with no objections by the membership.

The fiscal sponsor:

- Agrees to explore receipt of funding from diverse sources in small and large amounts, as it aligns with the mission and capacity of the organization.
- Reserves the right to renegotiate administrative fees aligned with management burden.
- Receives and acknowledges charitable contributions.
- Receives and accounts for funds from grants, donations and other revenues, such as fees for service that pay for WRIC expenses.
- Retains control and discretion over the funds, but with the understanding that the funds are restricted to benefit the WRIC.
- Requests records and reports to fulfill oversight responsibilities.
- Communicates regularly with the project via a Steering Committee liaison
- Invoices for billing of accounts receivable.
- Pays approved expenses
- Receives and stores invoices, check requests, W9 forms and other documentation related to sound fiscal management.
- Monitors at a high level the stewardship of dollars spend against the donor intent and communicates concerns to the Steering Committee.
- Accounts for the funds legally and ethically using GAP and FASB rules in accordance to nonprofit community standards.
- Signs contracts to receive funding and for professional services to be performed.
- Processes requests for reimbursements to members.
- Pays stipends to CAPs and others, as approved or agreed.

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- Tracks financials and provides reports to:
 - The WRIC Steering Committee
 - Donors, as requested, with support from the Steering Committee.
 - Accountants or bookkeepers, as hired
 - The IRS as requested
- Submits request reports.
- Includes WRIC funding in their 990 process
- Creates and disseminates 1099s for individuals and businesses paid more than \$600 annually by WRIC funding, in accordance with IRS regulations.
- Holds licenses for material products and intellectual material on behalf of WRIC.
- Covers the WRIC as an additional insured in their General Liability insurance
- Addresses conflicts and conflicts of interest in a timely manner.
- Upon dissolution of the Sponsorship, transfer via donation the remaining funds to the future fiscal sponsor.
- Upon dissolution of the WRIC, transfer via donation the remaining funds to another 501 (c) 3 organization providing similar resource access and information services within Whatcom County.

The WRICs financial responsibilities to the Sponsor include:

- Building and maintaining donor relationships
- Submitting notices of award and expense request, receipts and records in a timely manner.
- Communicating regularly and clearly to Sponsor via named representatives
- Complying quickly with requests for records, documents, reports and other needed information.
- Keeping records of revenues and expenditures, to compare with the Sponsor's records
- Paying an administrative fee to the Sponsor.
- Addressing conflicts in a timely manner.
- Upon dissolution of the fiscal sponsorship, name the next fiscal sponsor and request transfer of funds minus any administrative fee owed.
- Upon dissolution of the WRIC, suggest Whatcom County based organizations with like mission or services to receive the remainder of any funds held on behalf of the WRIC, minus any admin fees owed.

Policies and Procedures

Contents of the Resource Database will be collected, structured, and administered in accordance with a clear set of policies that guide the work of Stewards and other data contributors, and can be referenced in the course of addressing questions about the relevance, accuracy, and usefulness of resource information. These policies include:

- 1) [a Style Guide](#) that prescribes a set of conventional methods for structuring directory

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information so that it is easy to understand and useful;

2) Inclusion/Exclusion policies that determine what kinds of services can or cannot be added to the Utility;

3) a [Verification Workflow](#) that specifies how information will be collected, vetted, and verified to assure accuracy.

Changes to these policies can be proposed by any members, and proposals may be reviewed, revised, and approved by either the Steering Committee or a Workgroup as instructed by the Steering Committee.

Documentation

The Secretariat will ensure that documentation of notes, contracts and other project materials are aggregated, archived, and if necessary removed according to legal requirements and as requested by the Steering Committee. Documents will be housed in an accessible repository (such as Google Drive) and made accessible to members through a prominent public notice (such as a clearly signposted web page on WhatcomABC.org). Members can request additional documentation as needed through appeal to the Steering Committee via correspondence with the Chair or Vice Chair.

Licensing of Project Materials and other Intellectual Property

All materials developed by the WRIC will be assigned a non-proprietary license, compatible with Creative Commons 4.0 By Attribution Share-Alike, as open source intellectual property held by the fiscal sponsor.

Conflict Resolution

Should significant conflict arise that cannot be resolved through internal communication, decision-making or termination of relationships, the WRIC is committed to investing in mediation process to whatever extent is reasonable and effective, as determined by the Steering Committee. When deemed necessary through a proposal that receives a majority of support, the Steering Committee can seek services of a local (within Washington State) mediator at the expense of the WRIC.

Dissolution

In the event the WRIC ceases to exist, any remaining assets shall be conveyed to a similar 501c3 non-profit organization based on mission or service alignment.

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Appendix A: Values and Principles

Values: i.e. the good things we're trying to bring into the world

Equitability -

We aim for equitable outcomes from our work, which entails the removal of barriers that inhibit people from accessing resources that can improve their lives – especially those barriers that disproportionately impact individuals and groups who commonly face exclusion due to social, economic, demographic or geographic situations. This entails, for instance, prioritizing the inclusion of information about resources of value to such populations that are disproportionately impacted by systemic barriers – and, likewise, striving to ensure that information is structured and provided in ways that are culturally appropriate for various members of our diverse community. We aspire for our work to build the capacity of partners and community members to advocate for structural change to our systems of resources and care, leveraging information and relationships from our shared system to make the case for a more equitable society. We also strive to conduct an equitable process in our work. We include the perspective of key stakeholders and ensure their agency in the process of making decisions.

Accessibility

We work to ensure that it is easy to access the resources available in our community, which entails breaking down barriers or preventing the emergence thereof whenever possible. Information should be made available in easy-to-understand language, through tools that are compliant with the best practices of accessibility standards such as the ADA and the Web Content Accessibility Guidelines. We promote the use of technologies that are easy to access with common devices and skill sets; because we have different needs in our community, we recognize that accessibility may come in the form of different technologies – and we encourage the development of various technologies on the condition that they are interoperable with existing systems and their deployment does not in turn create new barriers to care for others. We clearly document our processes and products, and provide training and support to users to ensure that they can effectively access and benefit from them. We also advocate for accessibility in the design and provision of services themselves – the most effective services are centered around the needs of people especially those who are marginalized, differently abled, etc. Our own process should itself be accessible – well documented, with low barriers to entry, and centered around the needs of stakeholders.

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Adaptability

We design systems to be responsive to users' needs so that they can effectively evolve over time. We work to learn and respond as new needs are assessed and new opportunities emerge. This entails continuous evaluation and quality improvement, and iterative processes of development. Because our community is diverse, our work should effectively benefit multiple stakeholders – and stakeholders themselves can participate in shaping the direction of this work. We develop and sustain a healthy ecosystem that supports varied and distributed activities, rather than one monolithic system that is intended to meet everyone's needs, all in one place.

Reliability

Our work should yield systems that are reliable, with information that is accurate and trustworthy. We are committed both to transparency and also responsibility – any sensitive information should be handled with care. Our systems should have clearly established and responsive feedback loops, to ensure that stakeholders' needs are heard and addressed.

Sustainability

We intend for our work to thrive and grow over time, so we intentionally cultivate community partnerships and operational models that are sustainable. When possible, we seek technical support, collaborate with agencies that provide similar tools and services, monitor our effectiveness through analytics and client surveys, and promote our service with generative outreach. We value the labor of maintenance and relationship development, and we resource this labor accordingly. We build on the strengths of our community, leveraging assets that are already available. We take care to demonstrate the value of this work for our stakeholders, and work to ensure that this value is supported by the institutions that serve our community. We develop resilient strategies and plan for the long haul. We prioritize equitable, collective solutions for the shared needs that face our community.

Principles: i.e. the ways we agree to work together.

Treat all with dignity and respect:

We recognize that EVERYONE has something to contribute, and we begin all processes by listening to each other in search of understanding. We treat input with care, documenting it and ensuring appropriate response in kind. We come prepared to work together, and we seek mutually agreeable solutions. We insist on compassion and

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kindness in our words and actions.

Share power:

We strike to make decisions collaboratively, with leadership from stakeholders. All members are encouraged to participate in problem-solving because we recognize that knowledge can come from unexpected sources. We promote distributed action among our membership (assuming that such actions are in alignment with our values and principles).

Be accountable.

We establish clear leadership roles and transparent decision-making processes, which are created through engagement with stakeholders and subject to evaluation by those who are impacted by our decisions. We carefully communicate progress along the way, and we strive to resolve conflicts with unanimous consent and acceptable if not outright consensus and satisfaction. We prioritize the perspectives of those who are impacted over those who are paid to serve. We acknowledge our shortcomings and celebrate our successes.

Learn by doing.

We recognize that expertise comes in many forms, and the best innovations often come from those who are empowered to solve their own problems. We are open to learning from within and from outside sources. We engage our work with humility, yet we also take risks; we embrace responsible failure as an important part of our path to success. We work in rapid iterative cycles, clearly scoping our intended interventions, stating our expectations, testing them, evaluating the results, and then repeating the process. We engage in continuous quality improvement. We pursue progress, not perfection.

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Appendix B: Glossary

API- An “application programming interface” which provides instructions for computer programs to interact with a database, so that the contents of a database can be accessed by third-party information systems.

Applications – In this context, software products that enable users to do things.

Infrastructure – systems that undergird and enable other systems. Infrastructure provides essential functionality that supports many different “downstream” activities.

Interoperability: the ability of computer systems or software to exchange and make use of information: “interoperability between devices made by different manufacturers”

Data Collaborative – A ‘Data Collaborative’ is a group of organizations that cooperate in the production and administration of data. Sometimes also described as a ‘Data Federation’ in which many different systems work together as part of an overarching system of systems.

Data Register (Service Register) – Registers are official, trustworthy lists. A Service Register is an official list of all services within a specific domain (as established by some authority institution, such as a funder or community anchor). Service Registers may entail mandates that service providers update their own information within them – though to create and maintain trust, a Service Registers must be actively monitored with mechanisms of compliance to ensure accuracy.

Data Utility – A ‘data utility’ is a system that provides validated machine-readable data as an “Open Access” service, accessible to any third-party institution or application which may, in turn, use said data in its own products and processes to meet its users’ needs. A resource data utility will provide (as open data, available in bulk download, and in real-time via API) accurate, usable information about all health, human, and social services available to its community’s residents in need.

Community Access Points—established locations or entities where individuals can go to access information about resource—either brick and mortar locations or on line sources such as databases or websites that pull from the data utility. (Examples: Libraries, School systems, 2-1-1, Opportunity Council CRC, NW Regional Council. In future, could also be community located kiosks with print capacity managed by Steward.)

Database-an application that holds data for the purpose of having external interface with others who need access to the data in it.

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Open access – infrastructure that can be used by any compliant system. Open access does not mean that "anybody can do whatever they want" – presumably, open access infrastructure has rules, requires protocols, and possibly even levies fees. Open access merely entails that use of infrastructure is not subject to private discretion of the party that built and/or operates the infrastructure.

Open data – Open data is data that can be freely used, re-used and redistributed by anyone - subject only, at most, to the requirement to attribute and share alike. Open data is 'machine-readable,' meaning it can be directly and frictionlessly used by different software systems (as in CSV files).

Stakeholder-an individual or organizational entity who stands to benefit from the sustainable success of an effort and who is willing to participate and contribute to that success.

Stewardship – stewardship occurs when a party upholds responsibilities for tending to resources that the party does not privately own.

Users-

Utility User: The stakeholders, who provide community access through databases or websites to meet the needs of certain populations. Many of the Utility Users will engage in the governance structure.

Resource Access System User: Any individual whether a professional supporting help seekers meet their needs OR individuals who are seeking to meet their own or other "help seekers" needs.

Help Seekers: The individual or family/community unit who directly requires a resource to meet their human need.

Governance Structure-A formal group of stakeholders who represent diverse perspectives of help seekers and the systems that serve them and advocate for the relevance and advancement of the data utility and the resource access system in perpetuity. The governance structure abides by the Charter and is the source of accountability and commitment to ensure the local resource access system is effective.

Community-All humans of all ages and circumstances who are in Whatcom County at the time of help seeking and the people and systems that provide assistance.

Pilot project- A trial, or experiment, in which a given activity is designed, implemented, and evaluated for impact, sustainability, and scalability. A pilot project presumably is designed

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around a specific population and set of stakeholders, the benefits for which pilot activities are oriented.

CIE-Community Information Exchange. An ecosystem of resource access and information points, including case management/wrap around services and closed loop communication and referral systems that coordinate and work together to maximize social service efficiency in a community. (San Diego has an example)

Resource directory data – Community resource information is comprised of data about the health, human, and social services that are made available by government agencies and non-profit organizations (NPOs) to people in need.

Resource data managers/management-the person responsible within systems for providing new and updated information to keep the data utility effective.

Resource Referral- an action of directing a help seeker or human service professional assisting a help seeker to one or more specific resources.

Resource Navigator-a human service professional (paid or volunteer) who helps people (presumably help-seekers) identify relevant services and access relevant information about those services. The relationship with help-seekers and resource navigators is for a finite period—not ongoing.

Case Management- a social service function in which a client is assigned to a human service professional who, with the client, sets goals and seeks pathways to meet those goals, which may include leveraging resources in community. Communication and monitoring to ensure progress occurs. The relationship may be finite or on-going.