

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 Communicable Disease Admin	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Western Washington University	
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: _____	
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 checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s): _____		CFDA#: 93.323 / 21.019 / 97.036
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s): 201801023		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____		Contract Cost Center: 660410
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): Varies depending on number of students employed and number of hours worked.		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for employment of Federal Off-Campus Work Study Students from Western Washington University.			
Term of Contract:	10 Months	Expiration Date:	06/15/2021
Contract Routing:	1. Prepared by:	JT	Date: 09/24/2020
	2. Health Budget Approval:		Date:
	3. Attorney signoff:	RB	Date: 09/28/2020
	4. AS Finance reviewed:	M Caldwell	Date: 09/29/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Western Washington University
Federal Work Study (FWS)
Contract

Name of Agency: _____

Agency Representative: _____

This Contract is entered into between Western Washington University, hereinafter called the Institution and
_____ herein after called the Employer.

Date: _____

First: This Contract supersedes any and all prior FWS Contracts entered into between the Institution and the Employer regarding the operation of a work study program under the provisions of the FWS.

Second: All terms used herein shall be interpreted in accordance with any definition thereof contained in the Federal statutes and regulations (Title 34, Code of Federal Regulations, Part 675) governing the Federal College Work Study Program, and this Contract, in its entirety, shall be construed so as to effectuate the purpose of that Program.

Third: The Institution shall control and direct the FWS in accordance with Institutional and Federal regulations.

Fourth: Employer Responsibilities: General

The Employer agrees to:

1. Utilize the services of students referred to it by the Institution who are eligible to participate in the Federal Work Study program and who are qualified and acceptable to the Employer. A detailed job description and the rate of pay for each position must be set forth on the approved Job Description. Any subsequent changes in job descriptions must be agreed upon by the Institution before they become effective.
2. Comply with all appropriate federal, state, and local laws.
3. Employ students to perform only work which will not:
 - a. Result in displacement of regular employees, impair existing contracts for services, or fill positions which are vacant because regular employees are involved in a labor dispute,
 - b. Be sectarian-related, or
 - c. Involve any partisan or non-partisan political activity; or lobbying on the Federal level.
4. Ensure that the work performed by the Federal Work Study student will bear relationship to the student's formal academic program and/or career interest.
5. Pay each student an hourly rate, which is at least equal to the entry-level rate for comparable positions within the employing organization.
6. Supervise in a reasonable manner the work performed by the student(s).
7. Maintain a daily written record of the hours worked by each student.
8. Regulate the number of hours worked to ensure that no student works more than an average of 19 hours per week over the period of enrollment for which the student has received an award, or a maximum of 40 hours per week during break periods, unless the Institution has specified that the student work fewer hours per week, in which case the Employer will regulate the hours accordingly.

9. Notify the Institution of any changes affecting the student's employment.
10. Provide the Institution, upon request, information substantiating its eligibility as an Employer, information on its employee classification/compensation plan, and/or a current financial statement confirming its fiscal solvency.
11. Be the employer of record and accept all normal and legal employer responsibilities including job-related injuries.

Fifth: Employer Payroll and Reimbursement Responsibilities

The Employer further agrees to:

1. Pay directly to employed students their total compensation less appropriate deductions at least once a month, at a rate of pay at least equal to the entry level salary (starting hourly rate or wage) of comparable positions within the employing organization.
2. Bear the costs of employee benefits, including all payments due as an employer's contribution under the State Worker's Compensation laws, Federal Social Security laws, and other applicable laws.
3. Bear the full cost of any commission, bonus, or other special compensation paid the student in addition to the agreed-upon hourly rate of pay.
4. Claim reimbursement only for wages:
 - (a) That do not represent hours of work in excess of the maximum number of hours subject to reimbursement under this Contract;
 - (b) Certified under oath as paid to students certified as eligible by the institution; and
 - (c) For hours actually worked by student.
5. Submit all payroll information required by the Institution on the appropriate form at least once per month or within 15 days of the pay period whichever is earlier.
6. Submit all vouchers to Western Washington University by June 21, 2021 as required by the Institution for all compensation earned or paid up to and including the last day of eligible employment, June 15, 2021, regardless of the timing of the Employer's regular payroll period.
7. Waive and forfeit all claims for reimbursement of compensation earned or paid to students but not reported or submitted to the Institution as required under Sections (5) and (6) above of the Contract.

Sixth: The institution agrees to:

1. Determine which students meet the eligibility requirements for employment under the Federal Work Study Program.
2. Refer to the Employer only those students eligible for the program who appear to be qualified for employment, in accordance with the rules and regulations by which the Federal Work Study Program is administered.
3. Reimburse the Employer to the maximum amount of 75% of the student's work study financial aid award. The reimbursement applies to the total reimbursable payroll paid to students under this Contract. Said reimbursement to be made within 30 days following receipt of the Employer's properly completed payroll information.
4. Notify the Employer of any student who may become ineligible.
5. Review, upon request of the student(s), the terms of this Contract including the Job Description form or its equivalent as amended, if appropriate.

Seventh: Both parties agree:

1. The total reimbursable payroll shall consist of the hourly rate of compensation paid a student multiplied by the number of reimbursable hours of work performed by a student. The maximum number of reimbursable hours of work may not average more than 19 hours per week over the period of enrollment for which the student has received a Federal Work Study award or exceed a maximum of 40 hours per week during break periods. The institution may specify that a student works fewer hours per week than the maximum.
2. Complaints by either the employee or Employer regarding lack of compliance with this Contract should be referred to the appropriate office at the Institution for settlement.
3. This Contract shall be subject to the availability of funds granted to the Institution for this program.
4. This Contract may be amended upon mutual written consent of the Employer and the Institution.
5. This Contract may be terminated by either party if there is failure by the other party to comply with its provisions.
6. This Contract will remain in effect until the end of the academic year, **June 30, 2021**.

The completed FWS contract substitutes for submission of IRS Form W-9

I certify that:

1. The number shown on this form is my correct taxpayer identification number and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (includes a U.S. resident alien).
4. If business is an individual sole proprietor or limited liability sole proprietor, provide the individual's Name and Social Security Number here:

Name: _____

SSN: _____

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For Mortgage interest paid, acquisition or abandonment of secure property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (For further instructions contact IRS).

IN WITNESS HEREOF, the parties hereto have executed this Contract the day and year first above written.

BY:

EMPLOYER INFORMATION:

Signature of Employer Representative

Name of Employing Agency/Organization

Name of Employer Representative

Address

IRS Tax Type:

City, State, Zip Code

- 1. Individual or Sole Proprietor
- 2. Partnership
- 3. Corporation
- 4. S-Corp
- 5. Limited Liability Company-Corporation
- 6. Limited Liability Company-Partnership
- 7. Limited Liability Company-S-Corp
- 8. Non-Profit Organization
- 9. Volunteer
- 10. Board/Committee Member
- 11. Local Government
- 12. State Government
- 13. Federal Government (including tribal)
- 14. Tax-Exempt Organization
- 15. Exempt Payee
- 16. Trust/Estate

Telephone Number

Fax Number

E-Mail

Website

Public Non-Profit For-Profit

Federal ID Number

Uniform Business Identification Number (UBI)

Mailing address to which reimbursement should be sent,
if different from above

Please return completed Contract, Job Description, & Business Profile to:

**Student Employment Center
Financial Aid Department
Western Washington University
516 High Street; Old Main 245
Bellingham, WA 98225-9049**

For University Use Only

Signature of University Representative

Date

Name of University Representative

Title

DEPARTMENT APPROVAL

Approved by email CH/JT
Cindy Hollinsworth,
Communicable Disease & Epidemiology Manager

09/28/2020
Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires:_____

APPROVED AS TO FORM

Approved by email RB/JT
Royce Buckingham, Prosecuting Attorney

09/28/2020
Date