

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:		Northwest Workforce 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: _____	
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#: _____
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____		
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: _____
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 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 participants employed.		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 reimbursement for employment of eligible disaster-relief and humanitarian assistance participants certified by the Northwest Workforce Council.			
Term of Contract:	8 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 09/24/2020
	2. Attorney signoff:	RB	Date: 10/12/2020
	3. AS Finance reviewed:	M Caldwell	Date: 10/15/2020
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

Northwest Workforce Council

PO Box 2009 (101 Prospect Street), Bellingham, WA 98227 - 360.676.3209 • 2005 E. College Way, Mount Vernon, WA 98273 - 360.416.3600
265 NE Kettle St., Ste. 102, Oak Harbor, WA 98277 - 360.675.5966 • PO Box 1696 (540 Guard Street #210), Friday Harbor, WA 98250 - 360.378.4662
- www.nwboard.org -

Disaster Relief Employment Contract

This contract by and between the Northwest Workforce Council hereinafter the **NWC**, and **Whatcom County** hereinafter called the **Employer**, is entered into for the purpose of providing disaster-relief employment and humanitarian assistance employment to minimize the employment and economic impact of the COVID-19 disasters in the disaster-declared area as defined in 20 CFR 687.110(b).

Authorized Employer Representative: Cindy Hollinsworth	Title: Communicable Disease & Epidemiology Manager
Business Name: Whatcom County Health Department	Phone: 360-778-6160
Mailing Address: 1500 N State Street	UBI #: 371010246
City, State, Zip Code: Bellingham, WA 98225	

STATEMENT OF WORK

The Employer agrees to hire _____, hereinafter called the Participant, who has been certified by the NWC to be eligible for services under Workforce Innovation and Opportunity Act (WIOA) COVID-19 Disaster Recovery Subsidized Employment program and has been assessed as appropriate for employment under this agreement.

The Employer shall furnish the necessary supervisory personnel and services and otherwise do all things necessary for or incidental to support the performance of the work set forth in Exhibit A - Job Description(s) attached hereto and incorporated herein.

If more than one (1) participant will be hired under this contract, please include:

1. The completed Job Description(s) for the positions they will be filling; and
2. Attachment 1, listing the positions they will be filling, names (if known), start dates (if known), and the Wage/salary rate and Fringe benefits rate.

PERIOD OF PERFORMANCE

This contract performance period shall commence on **October 28, 2020** and shall be completed on or before **June 30, 2021**.

The Employer shall not hire nor place a person in this employment position prior to the agreed upon starting date. The reimbursable employment shall be completed by the ending date as stated in the contract unless an extension has been applied for and approved by the NWC in writing.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the

Terms and Conditions attached to and contained in this Contract.

REIMBURSEMENT/PAYMENT SCHEDULE

The NWC agrees to reimburse the Employer the total cost of each Participant’s wage and fringe benefit during the contract performance period for **seven** participants in the amount not to exceed **112,000**.

Wage/salary rate: **CCI/support staff – \$17.62**
Nurse – \$32.09
Nurse with Masters – \$33.53

Fringe benefits rate: **Social Security – 7.65% of wages (6230)**
Unemployment – .26% (.0026) of wages (6269)
Workers Comp –
Nurse & Nurse with Masters: \$.35/hour worked (6259)
CCI/support staff – \$.25/hour worked
State PFM Leave – \$.1467% (.001467) of wages

The Employer shall pay the Participant at the agreed upon wage/salary rate and benefits on the following payroll schedule: (CHECK ONE)

<input type="checkbox"/>	Weekly	<input checked="" type="checkbox"/>	Bi-Weekly	<input type="checkbox"/>	Semi-Monthly	<input type="checkbox"/>	Monthly
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The Employer will not be reimbursed for any travel expenses.
The parties have agreed that the total compensation payable to the Employer, for satisfactorily accomplishing the work set forth in Exhibit A will not exceed \$16,000.

BILLING PROCEDURE

Payments shall be made to the Employer on a cost reimbursement basis and will be paid by check. The Employer will provide reimbursement voucher stating the cost of paid participant wage & benefits request for reimbursement and any additional leveraged wage and benefit expenditures supporting the position. Proof of payment shall be attached to the reimbursement voucher such as payroll record copies.

Documentation of expenses may be submitted on a schedule determined by the Employer but no less often than quarterly. Each submission will clearly indicate that it is “FOR EXPENSES INCURRED IN PERFORMANCE UNDER CONTRACT NUMBER _____”. Final submissions are due no later than July 15, 2021. Reimbursements shall be made within 30 days of submission.

No reimbursement will be made to Employer for work performed and training provided after the ending date of the Contract. A Contract Amendment must be signed by all parties extending length of the Contract before further reimbursement may be made.

Documentation of expenses shall be submitted to:

Northwest Workforce Development Council
PO Box 2009
Bellingham, WA 98227-2009
Attn: Fiscal

EMPLOYER FURTHER AGREES

1. To comply with Federal and State laws and local ordinances and all applicable business licensing, taxation, and insurance requirements;
2. To maintain all records pertinent to payroll, time and attendance, job duties, employment status, benefits, and training in sufficient detail to document reimbursement requests and compliance with the terms and conditions of this agreement and shall make such records available to the NWC, State and Federal WIOA representatives upon reasonable request. Such records will be maintained at: **311 Grand Avenue, Suite 107, Bellingham, WA 98225.**

DISPLACEMENT OF WORKERS

Employer certifies that this Position does not displace (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) a person in layoff status or a current employee. Yes: No:

TERMINATION PROVISIONS

This contract shall terminate upon the earliest of: 1) the final date of the subsidized employment period, or 2) the final date of the participant's employment by the Employer. In lieu of these dates, the contract may be terminated immediately for: 1) non-performance, or 2) lack of funds, or 3) violations of WIOA, its implementing regulations, or the terms and conditions of this agreement.

Either party may terminate this agreement by giving written notice specifying the reasons for termination.

CONTRACT MANAGEMENT

The Council's Program Manager, his/her successor or designees shall provide the Employer the assistance and guidance necessary for the performance of this Contract. The Council's Program Manager or designee shall be responsible for the review and acceptance of the Employer's performance, deliverables, and expense submissions, and accepting any reports from the Employer.

ACCEPTANCE

The Council reserves the right to withhold reimbursement if the Council determines that job activities were not performed as described in Exhibit A – Job Description, or if any other

requirement of the contract is not met. If performance does not meet the requirements of the Contract, the Council shall immediately notify the Employer in writing of the nature of the defects and the method of remedy of those defects. The Employer will take timely action to remedy defects as to permit reimbursement of eligible expenses. Notwithstanding the other provisions of this Contract, the Council shall not unreasonably withhold reimbursement of the Employer.

CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract as declared to be severable.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable Federal and State Statutes and Regulations;
- 2) Those Terms and Conditions attached to and contained in the Contract;
- 3) The Statement of Work – Job Description attached hereto and incorporated herein; and
- 4) Any other provisions of the Contract whether incorporated by reference or otherwise.

ASSURANCES UNDER TITLE I OF WIOA

Employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

DEBARMENT AND SUSPENSION

By executing this Contract, the Employer certifies to the Council that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension." The Employer certifies that it will not contract with a subcontractor that is debarred or suspended.

LOBBYING

By executing this contract, the Employer certifies that no funds allocated under this contract will be used for political activity or be paid to any person for influencing or attempting to influence an officer or employee of a federal agency.

Further, the Employer certifies to the Council that funds allocated through this contract will not be used for the lobbying or the influencing of persons associated with the awarding of federal contracts and grants. The Employer also agrees to disclose any lobbying of federal officials undertaken with non-federal funds.

USE AND DISCLOSURE OF INFORMATION

The Employer shall use any private and confidential information provided under this contract solely for the purpose for which the information was disclosed. The Employer shall not disclose or misuse any private and confidential information under this contract unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject Employer, its employees or agents to a civil penalty of five thousand dollars and other applicable sanctions under state and federal law.

ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Employer or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever. This Contract may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

For Northwest Workforce Council:

For Employer:

Signature
Deputy Director
Title

Date

Signature
Director
Title

Date

DEPARTMENT APPROVAL

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

10/08/2020 _____
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

10/12/2020 _____
Date

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DISASTER RELIEF EMPLOYMENT CONTRACT TERMS AND CONDITIONS

PARTIES TO THE CONTRACT WILL UPHOLD AND ABIDE BY THE FOLLOWING:

ACCOUNTING: Employers will keep records for the Participant (employee) which must include:

- Social Security Number
- Job Title and Job Duties Statement
- Copies of all Time Invoices
- Copies of all warning letters and other correspondence and or letters relating to the Participant
- Gross Pay and Fringe Benefits for each pay period
- Copy of the Disaster Relief Employment Contract

All Participant records are subject to audit and must be maintained for three (3) years beyond completion of contract.

ATTENDANCE RECORDS: Employer must maintain daily attendance records and report attendance to Northwest Workforce Council (NWC) with payroll system documentation.

BENEFITS: Employer shall provide the participant with:

- State Accident Insurance or its equivalent
- State Unemployment Insurance
- Any other Fringe Benefits required by law
- All Fringe Benefits provided other persons similarly employed by the Employer and to the same level and extent

CONCERNS/COMPLAINTS: Complaints arising from the terms of this contract shall first be informally negotiated between the complainant and the respondent. Bona fide Workforce Innovation and Opportunity Act (WIOA) Complaints shall be processed in accordance with the WIOA (Pub. L. 113-128, 20 CFR part 683, and [NWC Policy 1012 – 1, Revision 3](#)) compliant procedure. The NWC reserves the right to review any complaint arising from the terms of this contract. The Employer agrees to present any relevant documentation or records to the Contractor upon written request.

CONTRACT AMENDMENTS: Amendments or modifications to the Contract may be made when there is:

- A change in the ending date of the Contract
- An increase or decrease in the hours to be worked
- Wage change (see pay upgrades)
- Any change affecting total training reimbursement or maximum duration of the total contract

Amendments must be agreed to by both NWC and Employer and processed in writing prior to the stated change and will be affixed as an addendum to the Contract.

CORRECTIVE ACTION: Employer must issue a written notice to the Participant (employee) when a problem arises, other than extreme instances where immediate termination is warranted, e.g., theft, endangering others, etc.

The corrective action should state the problem(s) needing correction, corrective action which should be taken and the consequences if this action is not taken within a specified time. If possible, the Employer is asked to issue at least one (1) written warning prior to termination of the Participant. A NWC staff member is available at all times to help work out employment problems. A copy must be sent to the NWC and a copy placed in the Participant's file at the work site.

DISPLACEMENT OF WORKERS: No currently employed worker may be displaced by a Participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits). No Participant shall be employed or job openings filled when any other individual is on the layoff from the same or any substantially equivalent job or when the Employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring an On-The-Job Training Participant. No training position can be created which infringes upon the promotional opportunities of currently employed workers.

NONDISCRIMINATION: Employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status or participation in any WIOA Title I-financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Employer also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Employer's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Employer makes to carry out the WIOA Title I financially assisted program or activity. Employer understands that the United States has the right to seek judicial enforcement of this assurance.

FEDERAL / STATE LIABILITY: It is understood that the Federal Government, represented by the U.S. Department of Labor and the State of Washington are not a party hereto and that no legal liability on the part of the Federal Government or the State of Washington is implied under the terms and conditions of this contract.

HIRING: Employer shall make the final hiring decision from among eligible applicants referred by the NWC. **The Employer shall not begin the paid employment prior to the agreed upon starting date specified in the contract.**

MONITORING: NWC is required to contact Employer and Participant periodically to determine the effectiveness of the employment program. Employer agrees to maintain all records pertinent to payroll, time and attendance, job duties, employment status, benefits, and training in sufficient detail to document reimbursement requests and compliance with the terms and conditions of this agreement and shall make such records available to the NWC, State and Federal WIOA representatives upon reasonable request.

Funds which are spent in violation of the contract may be subject to repayment.

NEPOTISM: A potential Participant who is a member of the Employer's family is not eligible for subsidized Disaster Relief Employment. NWC may not refer an applicant who is related to anyone serving in an Administrative capacity with the NWC.

OVERTIME: The Employer shall pay all overtime which may become due and owing the Participant and agrees to comply with the Fair Labor Standards Act and the Washington

Minimum Wage Act (RCW 49.46)

PAY UPGRADE: The Employer will notify in writing the NWC prior to any pay upgrade so that the contract can be modified and approved prior to payment.

POLITICAL ACTIVITIES: No funds received from the NWC may be used to promote political activities or for lobbying.

REIMBURSEMENT: The maximum amount to be paid to the Employer by the NWC for disaster relief employment shall be for the full amount in the Contract of the wages/salary and benefits paid to a Participant by the Employer as recorded in payroll record copies attached to the reimbursement voucher. No reimbursement will be made to Employer for work performed after the ending date of the Contract. A Contract Amendment must be signed by all parties extending length of the Contract before further reimbursement may be made.

RELIGIOUS ACTIVITIES: No Participant may be employed in the construction, maintenance or operation of any facility used for sectarian instruction or religious worship.

SAFETY AND HEALTH STANDARDS: The Employer agrees to comply with appropriate safety and health standards as defined in the Federal Occupational and Health Safety Act (Public Law 91-596) and Washington Industrial Safety and Health Act (RCW 49.17) and rules and regulations adopted under its authority. The Employer also agrees to comply with the general requirements defined by the Department of Labor and Industries for the prevention of COVID-19 (www.lni.wa.gov/forms-publications/f414-164-000.pdf).

SUPPORTIVE SERVICES: Some limited funds may be available from the NWC to assist WIOA participants to qualify for employment which they would not otherwise be able to participate in. Consult the WC Staff for details.

TERMINATION OF CONTRACT: This Contract will terminate upon:

- The final date of the employment period;
- The expenditure of the total contract reimbursable amount; or
- The final date of the Participant's employment with the Employer, whichever is soonest

Contract may be terminated earlier by Employer or NWC, upon written notice due to:

- Failure of Participant to meet Employer requirements (see corrective action)
- Failure of Employer to comply with the Terms and Conditions of this contract
- Termination or reduction of WIOA program funding to NWC

The NWC may terminate any Contract in whole or in part, at any time before the ending date of the contract due to funding reductions or cost within the WIOA DG Disaster Relief Employment program. Contract will be terminated if Participant leaves the OJT position prior to ending date of the Contract. Participant has agreed to verification of eligibility information provided at intake and understands that immediate termination will occur if they are found to be ineligible.

UNIONS: No funds received under a subsidized Disaster Relief Employment Contract may be used to promote or discourage union organizing.

WAGES: No participant shall receive less than the Federal Minimum Wage as authorized by the Fair Labor Standards and its amendments. Participant shall be paid at the same rate as other persons similarly employed by Employer including periodic raises. Where raises affect reimbursement under this Contract, prior NWC approval is required.

Affected employers agree to abide by the Davis Bacon Act Section 143 (d): All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or regular repair, including painting and decorating, or projects, buildings and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Act of March 3, 1931 (40 USC 276a-276a-5), popularly known as the Davis-Bacon Act. The Secretary shall have, with respect to such labor standards, the authority and have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176: 64 Stat. 1267) and Section 2 of the Act of June 1, 1934, as amended (49 Stat. 948, as amended;40 USC 276(c)). The provisions of this subsection shall not apply to a bona fide participant in a training program under this Act. The provisions of section 167 (a) (4) shall apply to such participants.