

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202008022 – 1

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Ann Beck
Contractor's / Agency Name:	Northwest Youth Services

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202008022	

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?	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202006003 / 201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	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.
\$ 53,791	
This Amendment Amount:	
\$ 58,025	
Total Amended Amount:	
\$ 111,816	

Summary of Scope: This contract provides funding for COVID-19 related shelter operations and support services for youth.

Term of Contract:	11 Months	Expiration Date:	01/31/2021
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Contract Routing:	1. Prepared by:	JT	Date:	10/24/2020
	2. Health Budget Approval	KR/JG	Date:	11/5/20 / 11/6/20
	3. Attorney signoff:	RB	Date:	12/11/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/11/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

202008022 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

**AND CONTRACTOR:
Northwest Youth Services
1020 N State Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 03/01/2020 – 10/31/2020

Amendment #1: 11/01/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to include reimbursement of expenses for additional personnel at the Positive Adolescent Development (PAD) shelter, during isolation and quarantine scheduling conditions (as required of licensed youth shelters) and add eligibility and reporting requirements for motel stays and rental assistance; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation, to increase funding by \$58,025 for additional personnel at the PAD, personnel hazard pay and motel stays and revise the invoice deadline date; revised Exhibit B is attached.
3. Add Exhibit C – Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA #21.019).
4. Funding for the period of 03/01/2020 – 01/31/2021 is not to exceed \$111,816. All costs must be incurred no later than 12/30/2020.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 11/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Dean Wight, Executive Director		
_____ Contractor Signature	_____ Print Name and Title	_____ Date

FOR WHATCOM COUNTY:

_____ Satpal Singh Sidhu, County Executive	_____ Date
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CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
360-734-4720
deanw@nwys.org

EXHIBIT "A" – Amendment #1
(SCOPE OF WORK)

I. Background

Northwest Youth Services (NWYS) provides housing and support services to youth, ages 13 – 24, who are experiencing homelessness or housing instability. During the COVID-19 pandemic, these services and supports for youth were still administered, and in fact increased in need as safety precautions for both staff and clients became essential to mitigating the spread of the virus to the community. Additional funding is needed to provide for social distancing, increased expenses for staffing including hazard pay and additional staff needed during isolation and quarantine scheduling conditions, as required for licensed youth shelters, and upgrades to the ventilation system to prevent the spread of COVID-19 throughout the building.

The financial support in the form of the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars helps to keep youth from being displaced due to loss of income or a need to provide social distancing to avoid contracting COVID-19. Staff provides support to youth through direct contact in services and outreach. These supports keep youth safe and housed but put staff at risk with increased contact, so hazard pay is available to those providing these services during the COVID-19 pandemic.

II. Statement of Work

This contract provides funding for increased operational and supportive service expenses incurred during the COVID-19 response, to prevent the spread of the virus to youth and staff. Costs include additional staffing, hazard pay for personnel, motel stays and rental assistance for youth experiencing or at risk of homelessness, and upgrades to the HVAC system to avoid the spread of the virus to the 28 staff working in the building. Motel stays and rental assistance will be paid directly to the business, owner, or landlord and receipts documenting these expenses will be provided with invoices. NWYS determines eligibility as described in Program Requirements, below.

Assistance Eligibility

- A. To be eligible for motel stays funded by this contract, clients must be enrolled in NWYS programs and must have lost their housing due to COVID-19.
- B. Clients eligible for rental assistance funding provided by this contract must:
 - 1. Be enrolled in NWYS programs;
 - 2. Be unable to make their full rental payment as a direct result of the COVID-19 pandemic;
 - 3. Require assistance to sustain housing sustainability;
 - 4. Not duplicate any other funding source for the same purpose.

III. Reporting Requirements

- A. For reimbursement of motel stays and/or rental assistance, Contractor will provide the following information in a format approved by the County:
 - 1. Approximate number of youth served during the COVID-19 pandemic.
 - 2. Amount of motel stay assistance provided, per client and date(s) assistance was provided.
 - 3. Amount of rental assistance provided, per client and date(s) assistance was provided.

**EXHIBIT “B” – Amendment #1
COMPENSATION**

I. Budget and Source of Funding: Funding for this contract may not exceed \$111,816. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel (including hazard pay)	Expanded GL Report for the period	\$84,522
Motel stays	Expanded GL Report; copies of invoices or receipts	\$6,300
Rental Assistance		\$10,994
HVAC Upgrades		\$10,000
TOTAL FUNDING ENDS ON 12/30/2020		\$111,816

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. **The Contractor shall submit a final invoice by January 13, 2021.** Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to (include contract/PO #) to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. 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.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or costs submitted for reimbursement 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 submitted for payment in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "C"

(Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant – CFDA #21.019)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "DOH" shall mean the Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. GUIDANCE TO FUNDING RECIPIENTS

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed at:

- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

6. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

7. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

8. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

9. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

10. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

11. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.