

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-033

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/27/17	RECEIVED JAN 09 2018 WHATCOM COUNTY COUNCIL	1/16/18	Council
Division Head:	AD	10/30/17			
Dept. Head:					
Prosecutor:	LG	12/27/17			
Purchasing/Budget:	BB	12/28/17			
Executive: TMS	<i>[Signature]</i>	1.8.18			

TITLE OF DOCUMENT:

Contract amendment between Whatcom County and Opportunity Council

ATTACHMENTS:

1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Contract Amendment

SEPA review required? () Yes (X) NO
 SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
 Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

This contract funds a full-time professional on the Opportunity Council's Homeless Outreach Team, adding Opiate/Substance Use Disorder (O/SUD) Services to contact and coordinate care for individuals who are ready to engage in treatment and provide support services to people with O/SUD who require a lengthier engagement process.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.



MEMORANDUM

RECEIVED

DEC 28 2017

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director *ELW*

RE: Opportunity Council, Homeless Outreach Team Opiate/Substance Use
Disorder Outreach – Contract Amendment #1

DATE: December 20, 2017

JACK LOUWS
COUNTY EXECUTIVE

Enclosed are two (2) originals of a contract amendment between Whatcom County and Opportunity Council for your review and signature.

▪ **Background and Purpose**

The Homeless Outreach Team (HOT) provides engagement services to improve access to housing and social services for people who are homeless. The team reports a high proportion of people with opiate and other substance use disorders (SUD). The goal of the contract is to provide an SUD professional to engage people with opioid use disorders who are experiencing homelessness into Medication Assisted or substance use disorder treatment and other community services. The purpose of the amendment is to extend the contract for an additional year and to provide additional funding for supervision costs.

▪ **Funding Amount and Source**

This contract includes federal Substance Abuse Block Grant funds from the North Sound Behavioral Health Organization (CFDA number 93.959). The federal portion of this contract is \$94,157. The funds are pass-through from the Behavioral Health Organization on grant "North Sound BHO Whatcom County-SABG 17-19". Period of performance for the federal grant is July 1, 2017 through June 30, 2019, and the total amount of the contract is \$111,727. The funds are included in the 2018 budget. Council approval is required as this amendment exceeds 10% of the original contract amount.

Please contact Jackie Mitchell at extension 6048 you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201706013-1

Originating Department:	Health
Division/Program: (i.e. Dept. Division and Program)	Human Services
Contract or Grant Administrator:	Jackie Mitchell
Contractor's / Agency Name:	Opportunity Council

Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201706013
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	201706013 (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#:	93.959
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	201604009	
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:	675500 / 124100
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input 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 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): \$ 51,000	<p>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:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. 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: \$ 112,227	
Total Amended Amount: \$ 163,227	

Summary of Scope: This contract funds a full-time professional on the Opportunity Council's Homeless Outreach Team Opiate/Substance Use Disorder (O/SUD) Services to contact and act as a care coordinator for individuals who are ready to engage in treatment and provide support services to people with O/SUD who require a lengthier engagement process.

Term of Contract:	1 Year	Expiration Date:	12/31/2018
Contract Routing:	1. Prepared by: JT	Date:	7/14/2017
	2. Attorney signoff: RB	Date:	11/06/2017
	3. AS Finance reviewed: bbennett <i>BB</i>	Date:	11/16/2017
	4. IT reviewed (if IT related):	Date:	
	5. Contractor signed: ✓	Date:	12-13-17
	6. Submitted to Exec.: ✓	Date:	12-28-17
	7. Council approved (if necessary):	Date:	
	8. Executive signed:	Date:	
	9. Original to Council:	Date:	

COUNTY ORIGINAL

Whatcom County Contract No.

201706013 – 1

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201706013

PARTIES:

**Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225**

AMENDMENT NUMBER:

CONTRACT PERIODS:

Original: 07/01/2017 – 12/31/2017

Amendment #1: 01/01/2018 – 12/31/2018

AND CONTRACTOR:

**Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225**

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

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for one year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit B, Compensation, to reflect funding for a contract term of one year; revised Exhibit B is attached.
3. Add Exhibit D, Special Terms and Conditions for Federal Contracts; attached.
4. Funding for this extended contract period (01/01/2018 – 12/31/2018) is not to exceed \$112,227. Federal funding is not to exceed \$94,157
5. Funding for the total contract period (01/01/2017 – 12/31/2018) is not to exceed \$163,227.
6. Added Special Terms and Conditions for Federal Contracts.
7. All other terms and conditions remain unchanged.
8. The effective start date of the extension is 01/01/2018.

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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM: Anne Deacon 12/20/17
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: for Regina A. Delahunt 12/20/17
Regina A. Delahunt, Health Department Director Date

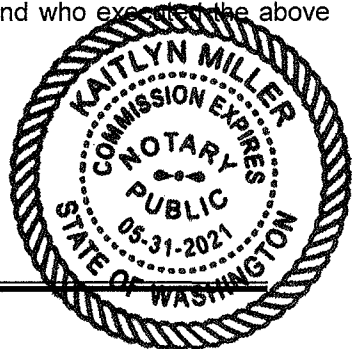
APPROVAL AS TO FORM: Royce Buckingham 12/27/17
Royce Buckingham, Civil Deputy Prosecuting Attorney Date

FOR THE CONTRACTOR: Greg Winter
[Signature] EXECUTIVE DIRECTOR 12/13/17
Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this 13 day of December, 2017, before me personally appeared Greg Winter, to me known to be the Executive Director and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Kaitlyn Miller
NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham WA



My Commission expires: 05/31/21

FOR WHATCOM COUNTY:

Jack Louws, County Executive Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this _____ day of _____, 2017, before me personally appeared Jack Louws, 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 _____

My Commission expires:

EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed \$112,227 is Behavioral Health Fund and the North Sound Behavioral Health Organization Substance Abuse Block Grant. CFDA # 93.959. The federal funds for this contract are not to exceed \$94,157. The North Sound Behavioral Health Organization contract period is 7/1/2017-6/30/2019.

II. Budget, Rates, and/or Allowable Costs

Cost Description	Documents Required Each Invoice	Budget
Personnel – 1 FTE Outreach Worker (CD)	Expanded GL report for the period	\$52,000
Direct Supervision (.2FTE)	Expanded GL report for the period	\$8,200
Benefits (53.5%)	Expanded GL report for the period	\$32,207
Travel/Training	<p>a. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p>	\$3,300
Direct Program Space Costs	GL Detail	\$3,323
Communications	GL Detail	\$600
Other Costs/Supplies	GL Detail	\$522
Flex Funds	Flex Fund spreadsheet plus copies of receipts	\$500
	Subtotal	\$100,652
Indirect Costs	11.5%	\$11,575
	TOTAL	\$112,227

The Contractor may transfer funds between budget line items in an amount up to 10% of the total budget. In no instance shall the indirect cost exceed the limits established above.

III. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
- 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.
- 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.

- 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

5. Federal Funds Requirements –

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must also be included. Both schedules include:

Grantor agency name
Federal agency
Federal program name
Other identifying contract numbers
Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
Grantor contract number
Total award amount including amendments (total grant award)
Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

The Grantee shall include the above audit requirements in any SUBGRANTS/subcontracts. In any case, the Grantee's financial records must be available for review by North Sound Behavioral Health Organization.

EXHIBIT "D"
Special Terms and Conditions for Federal Contracts
WHATCOM COUNTY AND
OPPORTUNITY COUNCIL

THIS SUB-RECIPIENT AGREEMENT is made and entered into by and between Whatcom County, herein after referred to as the "County", and the Opportunity Council, herein after referred to as the "Agency."

This is a subgrant of a Federal SABG, Substance Abuse Block Grant, included in the contract with North Sound Behavioral Health organization in contract number North Sound BHO-Whatcom County-SABG-17-19. CFDA # 93.959 Community Substance Abuse Block Grant.

The purpose of this subaward is as stated in this agreement.

The Agency agrees to comply with the following General Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

GENERAL TERMS AND CONDITIONS

1. Administrative Requirements:

The Agency shall comply with all requirements of 2CFR Part 200, as are applicable.

Comply with the 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 at 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

2. Federal Funds Requirements-

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure is required.

The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to County's requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.

3. Services and Activities to Ethnic Minorities and Diverse Populations

The agency shall:

1. Ensure all services and activities provided by the Agency under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.
2. Initiate actions to ensure or improve access, retention, and cultural relevance of prevention services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.
3. Take the initiative to strengthen working relationships with other agencies serving these populations.

4. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:

The Agency certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Agency further agrees that it shall not knowingly enter into any lower-tier covered transactions (a transaction between the Agency 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 Agency agrees to include this clause titled "Certification Regarding 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 "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at <http://www.epls.gov/>.

5. Internal Controls

Maintain internal controls that provide reasonable assurance that the County/Contractor 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.

6. SABG Award Terms

The Agency shall comply with all applicable SABG award terms as listed below:

- a. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA).
- b. Grant funds cannot be used to supplant current funding of existing activities.
- c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is \$199,700 annually.
- d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- e. Per 45 CFR 74.36 and 45 CFR 92.34 and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
- f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in 2 CFR 200.
- g. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
- h. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- i. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).