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AUG 25 2020

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION



Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200

CONTRACT SPECIFICS	Contract Number: <u>EL-20-19-01-290</u> Maximum Contract Amount: <u>\$47,313</u>								
	Title of Project / Service: <u>DCYF CARES Summer Family Support Services</u>								
	Start Date: <u>07/01/2020</u> End Date: <u>09/30/2020</u> Status Determination: <u>Subrecipient</u>								
CONTRACTING ORGANIZATION	Agency Name: <u>Edmonds School District</u>								
	Address: <u>20420 68th Ave W</u>								
	City, State & Zip: <u>Lynnwood, WA 98036</u> IRS Tax No. / EIN: <u>91-6001871</u>								
	Contact Person: <u>Lydia Sellie</u> Unique Entity Identifier: <u>020-256-996</u>								
	Telephone: <u>425-431-7015</u> Email Address: <u>selliel812@edmonds.wednet.edu</u>								
FUNDING SPECIFICS	Funding Authority: <u>U.S. Treasury</u>								
	CFDA No. & Title: <u>21-019 Pending</u>								
	Funding Specifics: <u>CARES Act, PL-116-136 sec. 5001 Coronavirus Relief Fund</u>								
	Federal Agency: <u>Treasury</u> Federal Award ID No: <u>DNA</u> Federal Award Date: <u>3/1/2020</u>								
COUNTY	<table border="1"> <thead> <tr> <th>Program Division</th> <th>Contact Person</th> <th>Contact Email</th> <th>Contact Phone</th> </tr> </thead> <tbody> <tr> <td>Early Learning</td> <td>Beth Mizell</td> <td>beth.mizell@snoco.org</td> <td>425-388-7252</td> </tr> </tbody> </table>	Program Division	Contact Person	Contact Email	Contact Phone	Early Learning	Beth Mizell	beth.mizell@snoco.org	425-388-7252
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Early Learning	Beth Mizell	beth.mizell@snoco.org	425-388-7252						

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018- 193-290, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 193-290, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

Lydia Sellie 8/25/2020
(Signature) (Date)
Executive Director of
(Title) Business & Finance

Mary Jane Brell Vujovic 9/15/2020
(Signature) (Date)
Mary Jane Brell Vujovic, Director
Department of Human Services

WORKING COPY

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

DCYF CARES SUMMER FAMILY SUPPORT SERVICES

I. INTRODUCTION

The purpose of this Contract is to provide enhanced services to ECEAP families that mitigate financial challenges and increased isolation due to COVID-19.

The COVID-19 pandemic is significantly and disproportionately impacting children and families furthest from opportunity across Washington State. The majority of ECEAP families are served through the Part-Day or School-Day slot models, leaving families without support services when the school year ends in June 2020. As such, the Office of the Governor is allocating one-time funding to enhance service provision to ECEAP families. Providing augmented ECEAP family services directly supports families experiencing financial challenges and increased isolation.

II. DEFINITIONS

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

- A. "Agency" means a public or private organization, including, but not limited to, school districts, educational service districts, community and technical colleges, private businesses, local governments, tribes or nonprofit organizations (per RCW 43.215.415) providing subcontracted ECEAP services under Snohomish County.
- B. "Ancillary costs" means all costs and expenses associated with or arising from a purchase such as, but not limited to: shipping, handling, taxes, or installation.
- C. "County" means Snohomish County; any division, section, office, unit or other entity of Snohomish County; or any of the officers or other officials lawfully representing Snohomish County.
- D. "DCYF" means the Department of Children, Youth and Families; any division, section, office, unit or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF.
- E. "ECEAP" means the Early Childhood Education and Assistance Program, as established by Revised Code of Washington (RCW) 43.215.400-450 and Chapter 110-425-0030 Washington Administrative Code (WAC).

- F. "ECEAP Summer Family Support Services" means services and resources funded in addition to the Agency's Contract for the purposes of family support and engagement.
- G. "SharePoint" means the County's web-based portal for sharing documents and confidential information.
- H. "Slots" means the number of available spaces for enrolled ECEAP children at any one time. More than one child may occupy a slot in the course of a school year as children leave the program and new children are enrolled.
 - 1. "Part Day" slots means a minimum of three hours per class session; a minimum of 360 hours per year; and a minimum of 30 weeks per year for classrooms.
 - 2. "School Day" means an average of six hours per day (5.5-6.5), a minimum of 1,000 hours per year, at least four days per week.

III. AGENCY COMMUNICATION WITH THE COUNTY

The Agency must communicate with the County on regular scheduled calls or virtual meetings, and as changes develop, about:

- A. Summer family support service; and
- B. Completion of ongoing documentation of services, as determined by the County.

IV. PRIOR APPROVALS

The Agency must obtain prior written or email approval from the County before:

- A. Changing Agency's legal status, ECEAP Program Manager or organizational structure related to ECEAP;
- B. Purchase gift cards to support program activities (cards must disallow purchase of alcohol, tobacco or firearms);
- C. Use ECEAP funds as match ("non-federal share") dollars for any federal program; or
- D. Sell or dispose of equipment purchased with ECEAP funds from the Agency's Inventory List using the DCYF Equipment Disposal-Transfer form.

V. DOCUMENTATION

- A. The Agency must submit a Data Report and Contact Log(s) for the services and resources provided in accordance with Exhibit B Statement of Work of this Contract; and
- B. The Agency will submit the Data Report and Contact Log(s) through the County SharePoint or encrypted email.

VI. PORTABLE BACKGROUND CHECKS

In addition to the requirements in the Basic Terms and Conditions Agreement, the Agency will ensure that portable background checks are completed for all persons, staff or volunteer, who have or may have unsupervised access to children during ECEAP programming (this includes transportation and other services during ECEAP hours). Agencies will disqualify persons from unsupervised access to children in accordance with WAC 110-06-0070.

VII. CHILD SAFETY

- A. Children's health, safety and well-being must always be the primary concern of the Agency in the delivery of services under this Contract. The Agency must report child abuse and neglect in accordance with RCW 26.44.030. If the Agency, or any of the Agency's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Agency or employee must immediately report such incident to CPS Intake at 1-866-ENDHARM. This requirement includes suspected abuse or neglect that occurs when a child is in the care of the Agency as well as outside of the Agency's care.
- B. The Agency must ensure that managers, board members, employees and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DCYF Mandatory Reporter Video Presentation and other resources in the Mandatory Reporter Toolkit on the DCYF website. The Agency must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.
- C. The Agency will conduct and document, in accordance with WAC 110-300-0470:
 - 1. Monthly fire drills; and
 - 2. Quarterly disaster drills: earthquake, lockdown or shelter-in-place drills.

VIII. PARENTS' ACCESS TO THEIR CHILD'S RECORDS

Pursuant to a proper request, the Agency must provide the child's ECEAP records to the child's legal guardian or parent. The County shall also protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer or sale.

IX. USE OF FUNDS

- A. The Agency bills an amount based on expenses incurred.
- B. The Agency must spend down funds by September 30, 2020.
- C. These funds may not be used for expenses occurring prior to July 1, 2020.
- D. The Agency must submit the Exhibit D Approved Invoice on the 10th of the month following each payment (e.g. by September 10th for August service delivery).
- E. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds may only be spent for the share used solely for ECEAP services.
- F. The Agency may use ECEAP funds for the following costs to decrease isolation for families over the summer:
 1. Weekly family support coaching;
 2. Home or center-based visits;
 3. Virtual mental health consultations;
 4. Virtual parent education and family support events;
 5. Home delivery or pickup of food;
 6. Individualized learning packets and supplies;
 7. Technology purchases;
 8. Mileage reimbursement;
 9. Additional education supports (e.g. books); and
 10. Any other activities or equipment deemed necessary to provide family support services over the summer.

- G. The Agency must maintain a financial management system with written policies and procedures ensuring strong internal controls. The Agency must maintain a written plan describing the use and allocation of ECEAP funding and other funds.
- H. The Agency will not carry forward funds received from this Contract after the Contract end date.
- I. ECEAP funds provided under this Contract may not be expended for any sectarian purpose or activity, including, but not limited to sectarian worship or instruction.
- J. The Agency must maintain a written cost allocation plan that describes how ECEAP and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- K. The Agency may use ECEAP funds for the following costs:
 - 1. ECEAP administration including planning and coordination; accounting and purchasing, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 10 percent of the amount of this Contract; and
 - 2. ECEAP services including education supports, health services coordination, nutrition, family supports and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, travel, and other costs related to direct ECEAP services.
- L. ECEAP funds may be used as dollars of last resort for medical, dental, nutrition and mental health services for ECEAP children and families, if alternate sources of assistance are not available.
- M. Travel expenses allowed include mileage at the current IRS rate.
- N. The Agency may not use ECEAP funds for the following:
 - 1. Costs that are not directly related to ECEAP;
 - 2. Finance charges or late fees on purchases;
 - 3. Costs that exceed the Contract amount;
 - 4. Any sectarian purpose or activity, including sectarian worship or instruction;

5. Supplanting federally-supported Head Start programs, which is prohibited by RCW 43.215.415; or
 6. Work charged to or paid by any other contract or funding source.
- O. The Agency may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Agency must not solicit funds from families enrolled in ECEAP.
- P. If the Agency plans to use ECEAP funds as federal match for any federal funds, the Agency must notify the County of its intent and the title of the federal program to which this match would apply. The request must not exceed the amount of state funds received for ECEAP services.

X. PURCHASE APPROVALS

- A. The Agency must obtain prior written approval from the County before using or contributing any ECEAP funds to:
1. Acquire equipment, defined as any article of tangible, nonexpendable property having a useful life of more than one year with a unit cost or total purchase costs of \$5,000 or greater, including ancillary costs;
 2. Purchase playground or facility improvements with a unit cost or total purchase cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes, but is not limited to, costs for equipment and site preparation; and
 3. Purchase equipment with unit costs or total costs of over \$5,000 or greater, including ancillary costs, or procuring playground or facility improvements with a total cost of \$5,000 or greater, including ancillary costs, paid fully or in part with ECEAP funds from the Agency's Inventory List.
- B. Purchase requests are required when the equipment or related contract is paid either fully or in part with ECEAP funds. The Agency must:
1. Use the ECEAP Purchase Request Form available on the DCYF website at <http://www.dcyf.wa.gov/eceap>;
 2. Include the cost allocation plan on this request form, if the purchase is not solely for ECEAP use; and
 3. Submit form to the County (Do not submit form to DCYF).

XI. INVENTORY

- A. The Agency must comply with the County's inventory policy and procedure to document and report lost or stolen equipment.
- B. The Agency must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
 - 1. All assets with a unit cost (including ancillary costs) of \$5,000 or greater;
 - 2. The following assets with unit costs of \$300 or more:
 - a. Computer systems, laptop and notebook computers;
 - b. Office equipment; and
 - c. Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras and photographic projection equipment.
 - 3. Appliances; and
 - 4. Other assets identified by the Agency as vulnerable to loss.
- C. The Inventory List and supporting records must include the following, if applicable:
 - 1. Curricula in hard copies purchased by the County for the Agency;
 - 2. Inventory Control Number (tag);
 - 3. Description of the asset;
 - 4. Manufacturer or trade name;
 - 5. Serial number;
 - 6. Agency's acquisition date;
 - 7. Order number from purchasing document;
 - 8. Total cost or value at time of acquisition (including all ancillary costs);
 - 9. Ownership status, for example if shared by multiple funding sources;
 - 10. Depreciation (for capital assets);

11. Location of item;
12. Useful life, in years; and
13. Disposal date, method, and salvage value.

XII. TREATMENT OF ASSETS

In addition to the Treatment of Client Assets requirements contained in the Basic Terms and Conditions Agreement:

- A. Title to all property furnished by the County shall remain with the County. Title to all property furnished by the Agency, for the cost of which the Agency is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the County upon delivery of such property by the Agency. Title to other property, the cost of which is reimbursable to the Agency under this Contract, shall pass to and vest in the County upon the following:
 1. Issuance for use of such property in the performance of this Contract;
 2. Commencement of use of such property in the performance of this Contract;
or
 3. Reimbursement of the cost thereof by the County in whole or in part, whichever first occurs;
- B. Any property of the County furnished to the Agency shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Contract;
- C. The Agency shall be responsible for any loss or damage to property of the County that results from the negligence of the Agency or that results from the failure on the part of the Agency to maintain and administer that property in accordance with sound management practices;
- D. If any County property is lost, destroyed, or damaged, the Agency shall immediately notify the County and shall take all reasonable steps to protect the property from further damage;
- E. The Agency shall surrender to the County all property of the County prior to settlement upon completion, termination, or cancellation of this Contract;
- F. All reference to the Agency under this clause shall also include the Agency's employees or agents; and

- G. The Agency will request approval from the County prior to selling or disposing of equipment from the Agency's Inventory List, and the County will have the option of recapturing the equipment:
1. The Agency will submit the *DCYF Equipment Disposal-Transfer* form to the County;
 2. If the County gives approval for the Agency to sell the equipment, the Agency will use the income for ECEAP;
 3. If the Agency ceases provision of ECEAP, the Agency will transfer title and return any equipment purchased all or in part with ECEAP funds, or the proceeds from the current market-value sale of such equipment, at the County's discretion;
 4. If the Agency ceases provision of ECEAP, the Agency will transfer equipment purchased all or in part with ECEAP funds, or the proceeds from the current market-value sale of such equipment as directed by the County; and
 5. Any property funded by ECEAP will, unless otherwise provided herein be used only for the performance of this Contract.

XIII. COMPENSATION

- A. The Agency's compensation for services rendered will be in accordance with Exhibit C, Contract Budget Reimbursable. Payments are based on the ECEAP activities for each month, including: program planning and administration; staff hiring or training; health coordination; safety and nutrition; early childhood education; and family partnerships and support services.
- B. Total compensation payable to the Agency for satisfactory performance of the work under this Contract will not exceed the amount identified in the "Contract Maximum Amount" field of the Contract cover sheet, or the "Amount of Contract Award as Amended" field of the Contract Amendment cover sheet. Monthly compensation will not exceed the payment points in Exhibit C, Contract Budget Reimbursable.
- C. In the event funding from the State, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract, and prior to the completion of the work in this Contract, the County may:
1. Terminate this Contract with ten days advance notice. If this Contract is terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination; or

2. Pursue such other alternatives as the parties mutually agree to in writing.

XIV. BILLING PROCEDURES

- A. In addition to the Reimbursement Procedures requirements contained in the Basic Terms and Conditions Agreement, the County shall pay the Agency upon the following:
 1. Acceptance of services provided;
 2. Receipt of all deliverables due according to this Exhibit A, Section XXX Deliverables;
 3. Submission of bi-weekly Data Reports and Contact Logs;
 4. Receipt of a properly completed and signed invoice Exhibit D, ECEAP Approved Invoice, received by the County by the first service day of the month and no later than the last service day of the month; and
 5. Submission of the September Invoice to the County no later than October 10, 2020 in order to assure reimbursement of approved costs.
- B. The County will not pay the Agency if the Agency has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services or expenses.

XV. AGENCY REPRESENTATIONS AND WARRANTIES

In addition to the Services Provided in Accordance with Law requirements contained in the Basic Terms and Conditions Agreement the Agency agrees that:

- A. The Agency represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and will keep current all required licenses and/or approvals and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington;
- B. All activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW):
 1. Notwithstanding any determination by the Washington State Executive Ethics Board or other tribunal, the County may, in its sole discretion, by written notice to the Agency terminate this Contract if it is found after due notice and examination by the County that there is a violation of the Ethics

in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Agency in the procurement of, or performance under, this Contract; and

2. Agency represents and warrants that it complies fully with all applicable procurements ethics restrictions including, but not limited to, restrictions against Agency providing gifts or anything of value, directly or indirectly, to Purchaser's employees;
- C. Agency represents and warrants that, during the term of this Contract and the three-year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. Willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2);
- D. Agency represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Agency agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals:
1. Employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed; and
 2. The Agency may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels:
 - a. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and
 - b. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential;

3. Notwithstanding any provision to the contrary, upon breach of this pay equality warranty and Agency's failure to provide satisfactory evidence of compliance within thirty (30) days, the County may suspend or terminate this Contract;
- E. The Agency shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Agency arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services or Deliverables that are to be provided or that have been provided by the Agency or its agents;
- F. The Agency must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Agency's income or gross receipts, or personal property taxes levied or assessed on the Agency's personal property. The Agency shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract; and
- G. The Agency must adhere to the COVID-19 health and safety guidelines of the Snohomish Health District or local Tribal jurisdiction.

XVI. SITE SECURITY

While on the premises of County-funded programs, the Agency, its agents and employees shall conform in all respects with physical, fire or other security policies or regulations.

XVII. CONTINUED PERFORMANCE

If the County, in good faith, has reason to believe that Agency does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that Agency give a written assurance of intent to perform. Failure by Agency to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the County's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

XVIII. RECAPTURE

- A. In the event that the Agency fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, the County reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

- B. Such right of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the Agency of funds under this recapture provision shall occur within 30 days of demand. In the event that the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs thereof.

XIX. WASHINGTON STATE EARLY LEARNING AND DEVELOPMENT GUIDELINES

The Agency shall align early childhood education services provided under this Contract with the Washington State Early Learning and Development Guidelines.

XX. INSURANCE

In addition to the Insurance requirements contained in the Basic Terms and Conditions Agreement, if the Agency is currently covered under an insurance risk pool, the Agency shall provide insurance coverage as set out in the Basic Terms and Conditions Agreement. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Agency or its agents while performing under the terms of this Contract.

XXI. MONITORING

- A. The County has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Agency shall provide a right of access to its facilities to the County personnel authorized by the County, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- B. Monitoring activities may include, but are not limited to:
 - 1. Review of deliverables listed in this Exhibit A, Section XXX Deliverables;
 - 2. Desktop monitoring;
 - 3. On-site or virtual site visits to review records, observe implementation of services or follow up on compliance. These visits may be unannounced; and
 - 4. Review of all advertising and publicity matters relating to this Contract in which DCYF's and the County's name, state seal or logo is mentioned or used from which a connection with DCYF or the County may, in DCYF's or the County's judgment, be inferred or implied.

XXII. RELIGIOUS ACTIVITY

- A. The Agency shall not use any curricula or materials which have any religious orientation.
- B. The Agency shall not require children enrolled in the program to participate in any religious activity.
- C. The Agency will adhere to the County guidance document *Holidays and Celebrations*.

XXIII. COMMUNITY RESOURCES

The Agency shall make a reasonable and ongoing effort, through the Contract period, to secure resources from private and public entities to supplement the administrative, operational, and staff development costs under this program. Documentation of any collaborative efforts and securing of resources which benefit this program, throughout the Contract period, shall be submitted to the County each month.

XXIV. NOTIFICATION TO THE COUNTY

The Agency must inform the County immediately of:

- A. Any serious issue that has potential for media coverage;
- B. Any serious issue that has potential impact to services for ECEAP children or families;
- C. Child Protective Services issues related to ECEAP children, families, staff, transportation or facilities;
- D. A charge or conviction against the director or a staff person for a disqualifying crime in accordance with WAC 110-06-0120;
- E. A fire, major structural change or damage to the premises;
- F. Change of site address, fax or phone number;
- G. Change of ownership, chief executive or director;
- H. Change of staff; or
- I. Changes to modified or full services.

XXV. PUBLICITY AND USE OF DCYF AND COUNTY LOGOS

- A. The award of this Contract to Agency is not in any way an endorsement of Agency or Agency’s services by the County and shall not be so construed by Agency in any advertising or publicity materials.
- B. The Agency agrees to submit to the County all advertising and publicity matters relating to this Contract in which the DCYF or County name, seal or logo is mentioned or used or language is used from which a connection with DCYF or the County may, in DCYF’s or the County’s judgement, be inferred or implied. The Agency agrees not to publish or use such publicity or advertising matters without the prior written consent of DCYF or the County.
- C. All publications funded, in whole or in part, under this Contract will acknowledge credit as either providing “funding in partnership with” or “funded by” DCYF and the County. The Agency agrees not to publish or use such advertising and publicity matters without the prior written consent of the County.
- D. The Agency must include the DCYF logo, and the Snohomish County logo, on ECEAP publications intended for an audience outside of the Agency’s ECEAP program, such as marketing materials or annual reports. The full-color or black-and-white DCYF and Snohomish County logos must appear in their entirety without modification.

XXVI. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

XXVII. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

XXVIII. WARRANTY

- A. The Agency warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which the County intends to use said services and deliveries as expressed in this Exhibit A.
- B. In the performance of services under this Contract, the Agency and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the Agency hereunder shall be performed diligently and completely according to such professional standards.
- C. If the Agency intends to rely on information or data supplied by the County, other County agencies or other generally reputable sources without independent verification, such intent shall be brought to the attention of the County.

XXIX. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

XXX. DELIVERABLES

Deliverables Calendar

Due Date	Deliverable
July 15, 2020	July 1-15, 2020 Data Report and Contact Log
July 31, 2020	July 16-31, 2020 Data Report and Contact Log
August 15, 2020	August 1-15, 2020 Data Report and Contact Log
August 31, 2020	August 16-31, 2020 Data Report and Contact Log
September 15, 2020	September 1-15, 2020 Data Report and Contact Log
September 30, 2020	September 16-30 Data Report and Contact Log

XXXI. ENTIRE CONTRACT

- A. This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- B. This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XXXII. ORDER OF PRECEDENCE

In event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable federal statutes and regulations;
- B. Applicable State of Washington statutes, regulations and policies;
- C. Exhibit A: Specific Terms and Conditions;
- D. Basic Terms and Conditions Agreement, referenced on the Contract Face Page;
- E. Business Associate Agreement, referenced on the Contract Face Page;
- F. Exhibit B: Statement of Work;
- G. Exhibit C: Contract Budget Reimbursable; and
- H. Any other exhibit or attachment, provision, term or material incorporated herein by reference or otherwise.

EXHIBIT B

STATEMENT OF WORK

DCYF CARES SUMMER FAMILY SUPPORT SERVICES

I. OVERVIEW

The Agency shall provide to ECEAP families enhanced summer family support services intended to mitigate financial challenges and increased isolation due to COVID-19. Service components include program administration, comprehensive education and family support, health services coordination, nutrition, and parent engagement.

II. SERVICE DELIVERY REQUIREMENTS

- A. The Agency will provide ECEAP summer family support services during the Contract period July 1, 2020 through September 30, 2020.
- B. The Agency will offer services to all families who were enrolled in the Agency's ECEAP program during the 2019-2020 school year.
- C. The Agency will provide the following summer family support services to all ECEAP families contacted who choose to participate:
 - 1. Individualized family-centered coaching;
 - 2. Virtual home/center visits or family contacts;
 - 3. Virtual mental health consultations as indicated;
 - 4. Virtual parent education or family support events;
 - 5. Home delivery or pickup of food items;
 - 6. Individualized learning packets and supplies;
 - 7. Educational supports (e.g. books, games, etc.); and
 - 8. Other activities used to support family stability and mitigate isolation.

III. AGENCY PARTICIPATION

The Agency will participate in the following:

- A. Accept technical assistance from the County to enhance program quality; and

- B. Accommodate County virtual monitoring visits; the County reserves the right to conduct spontaneous virtual monitoring.

IV. AGENCY REPORTING REQUIREMENTS

- A. The Agency will submit to the County a bi-weekly Data Report on services rendered. The Data Report must not contain any confidential family information such as names or initials. The Report will provide information on the following process objectives for this Contract:

1. Number of families served;
2. Total number of family contacts;
3. Type of community resource connections, including:
 - a. Housing information;
 - b. Rent assistance;
 - c. Utilities;
 - d. Food;
 - e. Childcare;
 - f. Health care;
 - g. Adult education and employment;
 - h. Education; and
 - i. Public benefits;
4. Other activities that reduce family stress, decrease social isolation, or provide education regarding parenting strategies and understanding child development, etc.; and
5. Narrative data: family feedback, including family quotations.

- B. The Agency will submit to the County a minimum of one bi-weekly Contact Log(s) documenting family support and/or teacher interactions with individual families. A site may submit one Contact Log or a Contact Log from each family support staff. The log(s) may contain family names or initials. The log(s) will include the following information:

1. Date of contact;
 2. Family name;
 3. Duration in minutes;
 4. Summary of services provided;
 5. Type of referral(s) made; and
 6. Description of referral(s).
- C. Data Reports and Contact Logs must be submitted to the County according to Exhibit A Specific Terms and Conditions, Deliverables Section XXX.

**EXHIBIT C
 CONTRACT BUDGET - COST REIMBURSEMENT
 DCYF CARES SUMMER FAMILY SUPPORT SERVICES**

AGENCY NAME: Edmonds School District
CONTRACT PERIOD: 7/1/2020 to 9/30/2020

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
Federal CARES Act	7/1/2020 - 9/30/2020	\$ 47,313		\$ 47,313
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 47,313	\$ -	\$ 47,313

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES: \$ -	

MATCH REQUIREMENTS FOR CONTRACT: % AMOUNT:

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

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EXPENDITURES

CATEGORY	FUND SOURCE CARES ACT	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$ 18,562	\$ 18,562		
Benefits	8,751	8,751		
Supplies/Minor Equip.	16,500	16,500		
Prof. Services	300	300		
Postage	250	250		
Telephone				
Mileage/Fares	250	250		
Meals				
Lodging		-		
Advertising		-		
Leases/Rentals		-		
Insurance		-		
Utilities		-		
Repairs/Maint.		-		
Client Flex Funds		-		
Client Rent		-		
Printing		-		
Dues/Subscrip.		-		
Regis./Tuition		-		
Machinery/Equip.		-		
Administration	2,700	2,700		
Indirect		-		
Occupancy		-		
Miscellaneous		-		
Misc. Construction		-		
Acquisition		-		
Relocation		-		
TOTAL	\$ 47,313	\$ 47,313	\$ -	\$ -

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EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$18,562	Salaries/Wages	(2) .4 Family Support; (3) .2 Lead Teachers; (1) .2 Program Support
8,751	Benefits	Medical; FICA/Medicare; Unemployment; L&I; Retirement
16,500	Supplies	Technical equipment for virtual support
300	Prof. Services	Contracted interpretation services
250	Postage	Mailing resources
250	Mileage/Fares	Transporting materials to and from family homes
2,700	Administration	Oversight; supervision
\$ 47,313	TOTAL	

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DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Family Support	CARES ACT	40.00%	\$2,054	\$822	3.00	\$2,465
Family Support	CARES ACT	40.00%	4,109	1,644	3.00	4,931
Lead Teacher	CARES ACT	20.00%	7,828	1,566	3.00	4,697
Lead Teacher	CARES ACT	20.00%	5,685	1,137	3.00	3,411
Lead Teacher	CARES ACT	20.00%	3,909	782	3.00	2,345
Program Support	CARES ACT	20.00%	1,188	238	3.00	713
					TOTAL:	\$18,562

NOTE: Above figures may reflect rounding



Invoice Number: _____

Exhibit D Invoice-DCYF CARES Summer Family Support Services Cost Reimbursement Contracts

Actual: Estimated: \$ _____ - (This amount must match the TOTAL of the "Total Current Claim" column)

Contracting Agency Name and Address: Edmonds School District 20420 68th Ave W Lynnwood, WA 98036	Contract #: <u>EL-20-19-01-290</u> Project Title: <u>DCYF CARES Summer Family Support Services</u> Contract Manager: <u>Beth Mizell</u> Reporting Period: _____ To: _____
---	--

AUTHORIZING SIGNATURE: _____ Date: _____

SUB OBJ	Account Title	Current EHP Expend.	Total Current Claim	Total Contract Exp. To Date	Total Contract Budget	Contract Budget Balance
10	Salaries/Wages		-		\$ 18,562	\$ 18,562
20	Personal Ben.		-		\$ 8,751	\$ 8,751
30	Supplies				\$ 16,500	\$ 16,500
40	Professional Services				\$ 300	\$ 300
42	Postage		-		\$ 250	\$ 250
43	Mileage		-		\$ 250	\$ 250
	ADMIN				\$ 2,700	\$ 2,700
TOTALS			-	-	\$ 47,313	\$ 47,313

REVIEWED FOR PAYMENT:

AUTHORIZED FUND:

NOTE: CONTRACTORS SHALL EXPEND FUNDS AWARDED UNDER THIS CONTRACT IN ACCORDANCE WITH THE APPROVED BUDGET SET OUT IN THE CONTRACT. ANY REVISION TO THE APPROVED BUDGET MUST BE MADE IN ACCORDANCE WITH THE CONTRACT AND HUMAN SERVICES DEPARTMENT PROCEDURES.

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**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT
M/S 305, 3000 ROCKEFELLER
EVERETT, WA 98201**

CONTRACTOR CERTIFICATION FORM

Contractor Certification: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to Snohomish County, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, national origin, handicap, sex, or age.

AUTHORIZING SIGNATURE: _____
(sign in ink)

DATE: _____

Voucher Check #	Vendor	BARS#	Invoice Refer. #	Description	Total Amount	Charged To:	
						Non-Grant	Grant

See attached transaction detail report, separated by Account Titles, that documents amounts requested on this invoice

(Use Additional Pages as Necessary)

Total:	-	-	-
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HUMAN SERVICES DEPARTMENT
DETERMINATION OF STATUS
SUBRECIPIENT OR CONTRACTOR

Date: 7/1/2020 Division: DDEL
Agency: Edmonds School District Contract Number: EL-20-19-01-290
Award Amount: \$47,313 Fund Type: Federal CARES Act

SUBRECIPIENT VS. CONTRACTOR

SUBRECIPIENT: *Characteristics indicative of a subrecipient are when the organization:*

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements; and
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

CONTRACTOR: *Characteristics indicative of a payment for goods and services received by a contractor are when the organization:*

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the federal program; and
5. Is not subject to compliance requirements of the federal program.

Given the above definitions, this agency has been determined to have the characteristics of a: Subrecipient
 Contractor

HUMAN SERVICES DEPARTMENT:

Laurie Bain

Signature

Human Services Specialist II

Title

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HUMAN SERVICES DEPARTMENT DOWNLINE TRACKING SHEET

(All lines must contain information or N/A)

CONTRACT NUMBER: EL-20-19-01-290 PROJECT NAME: DCYF CARES Summer Family Support Services
 AMENDMENT NUMBER: NA DIVISION: DDEL-ECEAP
 AGENCY: Edmonds School District STAFF \ EXT: Bain 7268

UPLINE DESCRIPTION(S):	UPLINE NUMBER(S):	UPLINE STATUS:
State ECEAP-Federal CARES Act	21-1092	<input checked="" type="checkbox"/> Executed <input checked="" type="checkbox"/> Pending
		<input type="checkbox"/> Executed <input type="checkbox"/> Pending

ACTION TAKEN	DATE	INITIAL
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PROGRAM:

Prepare Contract / Amendment	8-11-20	LB
Basic Agreement Executed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	8-11-20	LB
Status Determination / Debarred Status	8-11-20	LB
*Is "No Service Disruption Guarantee" (Exhibit E) required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NA	LB
**If yes, is Labor Harmony Plan required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NA	LB
Email Contract Hyperlink to HSD.Contracts@snoco.org	8-11-20	LB
Supervisor Review	8-11-20	BAM
Division Manager Review	8-12-2020	KLM

FISCAL:

Fiscal Review	08/13/20	TMP
Fiscal Risk Assessment Completed	08/13/20	TMP

CONTRACT PROCESSING:

Proofed / Returned to Supervisor for Revisions	8/19/20	LB
Approved with Revisions	8/20/20	LB
Saved as PDF	8/20/20	#
Signature Authorization Form on file		
COI Expiration Date <u>8.31.20</u> Risk Mgmt Approved	9/3/20	
Log in Contract	8/20/20	
Email Contract to Agency		
Copy to Pending		
Received Signature Sheets Back from Agency	8/25/20	#
*Is LHP / CBA Submitted? (See ** above)		
Attachment A rec'd: <input type="checkbox"/> signed <input type="checkbox"/> initialed <input type="checkbox"/> LHP <input type="checkbox"/> CBA		

DISBURSEMENT

To Director for Signature	9/4/20	#
Contract Executed / Sent to Agency <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	9/8/20-9/9/20	
Email to Staff		
Original Contract to Fiscal / Electronic Working Copy Saved		

*Applicable to all 1/10th of 1% Sales Tax contracts and amendments and private sector providers of homecare services.

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