

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201906004

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Developmental Disabilities
Contract or Grant Administrator:	Jessica Lee
Contractor's / Agency Name:	Whatcom Center for Early Learning

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No
 If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No
 If yes, Whatcom County grant contract number(s): _____ In process _____

Is this contract the result of a RFP or Bid process? Yes No
 If yes, RFP and Bid number(s): 12-27 Contract Cost _____
 Center: 673800

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

Varies depending on County authorization

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 funds Child Development Services to eligible children ages birth to three with development disabilities.

Term of Contract: 1 Year Expiration Date: 06/30/2020

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>04/03/2019</u>
	2. Attorney signoff: <u>RB</u>	Date: <u>05/10/2019</u>
	3. AS Finance reviewed: <u>bberndt</u>	Date: <u>6/3/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>5-15-19</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>6-4-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>6-18-19</u>
	8. Executive signed: _____ ✓	Date: <u>6-19-19</u>
	9. Original to Council: _____ ✓	Date: <u>6-21-19</u>

CONTRACT FOR SERVICES AGREEMENT
Child Development Services

Whatcom County Contract No.

201906004

Whatcom Center for Early Learning, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 12,
Exhibit B (Compensation), pp. 13 to 15,
Exhibit C (Certificate of Insurance), p. 16,
Exhibit D (E-Verify Declaration), p. 17.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2020.

The general purpose or objective of this Agreement is to provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of June, 2019.

CONTRACTOR:

Whatcom Center for Early Learning

[Handwritten signature of Mark Moder]

Mark Moder, Executive Director



STATE OF WASHINGTON)
COUNTY OF Whatcom) ss.

On this 15th day of May, 2019, before me personally appeared Mark Moder to me known to be the Executive Director of Whatcom Center for Early Learning and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Handwritten signature of Notary Allison Gullett]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, My commission expires 02/06/2022

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon 5/21/19
Anne Deacon, Human Services Manager Date

Regina Delahunt 5/22/19
Regina Delahunt, Director Date

Approved as to form:
[Signature] 5-24-19
Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:
[Signature]
By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 19th day of June, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington, residing at _____
Bellingham. My commission expires 12-31-22.

CONTRACTOR INFORMATION:

Whatcom Center for Early Learning
2001 H Street
Bellingham, WA 98225
(360) 671-3660

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 778-6047
JLLee@co.whatcom.wa.us

- 37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
- 38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable
- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable
- 38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

- 40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations: Not Applicable
- 41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Definitions

1. Early Intervention Services (EIS): EIS are those services designed to meet the developmental needs of eligible children birth to three and the needs of the family related to enhancing the child's development. Such services shall be planned, administered, and delivered in accordance with the Federal Individuals with Disabilities Education Act (IDEA) Part C and Washington State's approved plan for Early Intervention Services.
2. Early Services for Infants and Toddlers (ESIT): A program of the Washington State Department of Early Learning (DEL) responsible for the coordination of Early Intervention Services for infants and toddlers ages birth to three with developmental disabilities and delays in Washington State.
3. Local Lead Agency (LLA): The LLA is the agency designated by ESIT within each County to coordinate Early Intervention Services.
4. Child Development Services (CDS): CDS are those EIS provided to Developmental Disabilities Administration (DDA) eligible children ages birth to three and their families through a contract with the County. Services may include specialized instruction, speech-language pathology, occupational therapy, and physical therapy and to the maximum extent appropriate are provided in natural environments.
5. Family Resource Coordinator (FRC): An individual who has met ESIT training criteria and has been authorized by ESIT to coordinate early intervention services for eligible families.
6. Individuals with Disabilities Education Act (IDEA), Part C: The Federal law that governs services for children ages birth to three with developmental disabilities and delays.
7. Individual Family Service Plan (IFSP): A document that identifies needs, goals, and action steps and is developed with each family based on the assessed developmental need(s) of the child and family concerns and priorities.
8. Natural Environments: Those settings that are natural or typical of the child's age peers who have no disabilities. These include home, neighborhood, or community settings in which children without disabilities participate.
9. Occupational Therapy (OT): Services that address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development.
10. Physical Therapy (PT): Services that address the promotion of sensory-motor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation.
11. Speech/Language Pathology (SLP): Services to enhance communication skills.
12. Specialized Instruction (SI): Services that include the design of learning environments and activities that promote the acquisition of skills (e.g., cognitive, social), curriculum planning, the provision of information,

skill-building services, and supports to families in order to enhance the child development, and other work with the child that enhances the child's development.

II. Background

Washington State's Infant Toddler Early Intervention Program (ESIT) ensures the provision of Early Intervention Services to meet the developmental needs of all ESIT-eligible infants and toddlers and the needs of the family related to enhancing the child's development. Such services must be planned, administered, and delivered in accordance with IDEA Part C and Washington State's Federal Plan for Early Intervention Services. ESIT is responsible for the coordination of all ESI services within Whatcom County.

Through its contract with DSHS/DDA, the County, a partner in the EIS system, allocates funding for Child Development Services (CDS). CDS include those early intervention services provided for under the County contract to DSHS/DDA-eligible children. Referrals are made by the ESIT-designated Family Resources Coordinator (FRC) for CDS that are funded by the County to eligible and authorized children/families.

III. Statement of Work

The Contractor will provide a minimum level of CDS per month, per child (defined in Exhibit B), as authorized by the County.

The Contractor shall provide each child and family access to a multi-disciplinary team consisting of, at minimum, a Speech Language Pathologist, a Special Educator, and either an Occupational Therapist or Physical Therapist, with a preference for both. One member of the multi-disciplinary team will be designated as the child/family's primary contact, and will be responsible for addressing the child and family outcomes established within the Individual Family Service Plan (IFSP).

The frequency and type of services provided will be driven by the IFSP and priorities and needs of the family.

IV. Service Requirements

The Contractor must deliver CDS within state and local service guidelines, including Washington State's Federal Plan for Early Intervention Services. Service requirements include the following:

A. Referral Process:

1. The Contractor will provide CDS to children who have been referred by an ESIT-designated FRC, established as eligible by the DDA and authorized by the County.
2. The Contractor will refer all Whatcom County children who have not been referred by a FRC, but who are believed to be eligible, to ESIT.

B. Service Delivery Requirements:

The Contractor will:

1. Ensure that services are delivered by qualified personnel meeting the standards established in the state's Federal Plan and the highest entry-level academic degree needed for the state-approved or recognized certification, licensing, or registration that apply to the profession or discipline.
2. Deliver services to each child and family based on the child's IFSP. The IFSP will be developed collaboratively by the family, the ESIT-designated FRC, and a multidisciplinary team of service providers. The IFSP will be based on the individualized, functional needs of the child and the concerns and priorities of the family.
3. Identify a primary contact within the multidisciplinary team to work with the family to make progress toward and track the child and family outcomes. All children and their families will have access to consultation from all disciplines within the multidisciplinary team as needed to make progress toward identified goals.
4. Ensure, in collaboration with ESIT, that all children referred for services shall have a developmental and behavioral assessment completed within 45 days of referral, as defined by ESIT. Each child will be re-assessed at minimum annually and within 90 days prior to exit from the program. Assessment is designed to appraise the child's present level of development in relationship to same-aged peers and to document child and family need.
5. Not duplicate existing local services, including special education services for children birth to 36 months through public schools. Children are no longer eligible for services on or after their third birthday.
6. Provide services in natural environments, to the maximum extent appropriate. Natural environments are home and community locations in which children would naturally be if they did not have a disability/delay. Services may be offered in settings other than natural environments only when services cannot be achieved satisfactorily in a natural environment. Documentation of service in other than natural environments must meet County exception procedures outlined in the County Implementation Guide.
7. Develop instructional techniques and strategies that assist the family/caregivers to enhance the child's development within the daily routing of the child and family.
8. Provide services in culturally-competent ways, which encourage the cultural and ethnic diversity of families.
9. Provide eligible families with sign and language interpreter services when needed to effectively participate in CDS.

C. Service Coordination:

"Service Coordination" under this contract refers to time spent by specialized educational and therapeutic professionals responsible for implementing child and family outcomes with the IFSP. The role and services of the FRC, as defined by ESIT, is not included within the definition of service coordination or reimbursable under this contract.

1. The Contractor is responsible for consulting and coordinating with parents, caregivers, medical and other service providers to ensure effective coordination and provision of services.
2. The Contractor will ensure, in partnership with the Local Lead Agency, that timelines and requirements for service evaluation and assessment have been completed, as needed for eligible children.
3. The Contractor will participate as needed in the development of the IFSP, six-month review, and annual update, as needed.
4. The Contractor will participate as needed in a transition planning meeting and development of a written transition plan at least 90 days prior to the child's third birthday and at the discretion of the family, FRC, and multidisciplinary team, up to six months prior to the child's birthday.

D. Service Reporting and Documentation:

The Contractor will submit monthly service reports, including the hours and types of service provided to each child, in a format established by the County in line with DSHS/DDA requirements.

All service hours reported to the County must have corresponding documentation within a case note, home visit or other record which can be tied to a specific child.

V. Program Implementation Requirements

The Developmental Disabilities Program Implementation Guide, Child Development Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at: <http://www.whatcomcounty.us/DocumentCenter/View/12488>.

The Contractor will comply with the administrative and programmatic criteria outlined in the Implementation Guide in providing all services. The Implementation Guide may be amended or updated with prior notification by the County without a contract amendment.

EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract is Washington State General Fund through the County's contract with DSHS/DDA.

I. Assumptions Related to County Child Development Services Funding

The County fee-for-service rate for Child Development Services assumes reimbursement for only a portion of the child's total Early Intervention Services costs. The County rate assumes additional funding sources are available including Medicaid, private insurance, and school district funding.

The County also assumes that the Contractor has systems in place to document non-duplication of services and funding among multiple funding sources. The Contractor will make documentation of all Early Intervention Services funding allocated toward each child's services available to the County for monitoring purposes. Fundraising is not considered a funding source under this contract.

II. Rates

1. The billing unit for these services is one month. A unit of service may be billed when minimum service levels are met for each child. Billing may only occur for those children deemed eligible by DDA and authorized by the County through a County Service Authorization (CSA).
2. The following documented activities may contribute toward the child and family's Minimum Monthly Service Level:
 - a. Direct service to the child and family in natural environments related to the outcomes identified in the child's Individualized Family Service Plan (IFSP). Direct service in this setting may be provided by an OT, PT, SLP, Special Educator, or other qualified personnel when approved in writing by the County. Natural environments are those home and community settings in which the child and their family typically participate. The Contractor is responsible for defining with the family the typical routines and activity settings in which services will occur.
 - b. Minimum service level is met when at least one hour of direct services in home or community settings is provided, otherwise referred to as a "home visit." A typical home visit is comprised of 50 minutes of direct service to the child and family and 10 minutes of documentation related to services provided. Preparation, travel and data entry related to service provision are not included in direct service calculations.
 - c. Additional funding is available for home visits which require a paid interpreter in the family's native language spoken, or other means of communication used in the family's home including sign language. The add on rate for interpreter services may only be billed when reimbursement through other funding sources is unavailable and at least one home visit requiring interpreter services occurred during the month. Interpreters may not be family members of the child and family authorized for early intervention services.

III. Authorization

1. Individual Client Authorization: All children must be authorized for services through the established DSHS/DDA County Service Authorization (CSA) process. Billing may not occur for services which occur prior to the date authorized on the CSA.
2. Authorized Units of Service: The County will authorize the Contractor to provide a specified not-to-exceed number of service units for the contract period. The County will reimburse the Contractor for only the number of service units pre-authorized.

The County will monitor the Contractor's utilization of service units and performance of client services over the contract period. If the Contractor's use of service units is above or below service expectations at any point during the contract term, the County reserves the right to either increase or decrease authorized units of service based on utilization and performance.

3. **Training Reimbursement:** The Contractor may request reimbursement for staff training related to the provision of Child Development Services with prior written authorization from the County. Requests for reimbursement must be made and approved prior to the training date(s). Authorization for training reimbursement are dependent upon the availability of County funding and will require documentation of training costs for reimbursement.

IV. Billing and Payment

The Contractor will bill the Whatcom County Developmental Disabilities program on a fee-for-service basis (shown below) for each month in which the Minimum Monthly Service Level is reached for an authorized child, not to exceed the total number of authorized service units during the contract period.

Service	Unit/Rate	Authorized Units of Service	Minimum Monthly Service Level Per Child
Child Development Services	\$60 per child/month	Authorization of service units will vary depending on the number of clients authorized.	At least one home visit, as defined above.
Interpreter Services	\$60 per child/month	Authorization of service units will vary depending on the number of authorized clients requiring interpreter services.	At least one home visit, as defined above.

Service	Unit/Rate	Authorized Units of Service	Minimum Monthly Service Level Per Child
Training Reimbursement	Reimbursement of actual costs, at rates not to exceed those established by OFM http://www.ofm.wa.gov/resources/travel.asp	As pre-authorized in writing by the County	N/A

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County and as required by the DDA County Billing and Reporting instructions. The most common format and documentation is through the Client Management Information System (CMIS). A complete CMIS billing includes both an invoice coversheet and attached client service information. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, Developmental Disabilities Program Specialist
 Whatcom County Health Department
 509 Girard Street
 Bellingham, WA 98225

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than **forty-five (45)** days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).
4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

V. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions at <https://www.dshs.wa.gov/dda/county-best-practices>.
2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

EXHIBIT "C"
(INSURANCE)

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date: 05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	COMPANIES AFFORDING COVERAGE GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED Whatcom Center for Early Learning 2001 H Street Bellingham, WA 98225	PROPERTY American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$75,000,000 EXCLUDED EXCLUDED NONE
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-09	06/01/2018	06/01/2020	PER CLAIM ANNUAL POOL AGGREGATE	\$1,000,000 \$40,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding Contract #201506003-1 for providing Child Development Services to eligible children ages birth to three with developmental disabilities and delays. Whatcom County, its officers, agents, and employees are named as Additional Insureds regarding this contract only and are subject to policy terms, conditions, and exclusions. Additional Insured and Waiver of Transfer endorsements are attached. NPIP retained limit is primary and non-contributory.					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

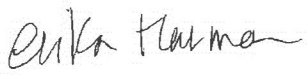
CERTIFICATE HOLDER Administration Office Whatcom County 509 Girard Street Bellingham, WA 98225	AUTHORIZED REPRESENTATIVE 
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Exhibit "D"
(E-Verify Declaration)

Firm Name: WHATCOM CENTER for EARLY LEARNING

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.
3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 5/20/19

SIGNATURE: Mark Moder

PRINTED NAME: MARK MODER



MEMORANDUM

RECEIVED

JUN 4 2019

JACK LOUWS
COUNTY EXECUTIVE

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Whatcom Center for Early Learning – Child Development Services Contract
DATE: May 21, 2019

Enclosed are two (2) originals of a contract between Whatcom County and Whatcom Center for Early Learning for your review and signature.

▪ **Background and Purpose**

This contract provides funding for Child Development Services to eligible children ages birth to three who have developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child's development. On average, 295 children received services from two County-qualified providers each month in 2018.

▪ **Funding Amount and Source**

Funding for this contract is provided by the Washington State General Fund through the County's contract with the Washington State Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA). Total compensation under this contract will vary depending on the number of clients authorized; however, the estimated service level is \$128,400. These funds are included in the 2019 budget. Council approval is required as funding is expected to exceed \$40,000.

Please contact Jessica Lee at extension #6047 if you have any questions regarding this agreement.

Encl.

