

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202106019 – 2

Originating Department:	85 Health & Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Developmental Disabilities
Contract or Grant Administrator:	Jessica Lee
Contractor's / Agency Name:	Arc of Whatcom County

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202106019	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	21-08	Contract Cost Center:	673800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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.
\$ 307,680	
This Amendment Amount:	
\$ 172,464	
Total Amended Amount:	
\$ 480,144	

Summary of Scope: This contract provides funding for supports to individuals with developmental disabilities, their families and caregivers, and the general public. This amendment extends the contract for an additional year and updates the 2023 – 2024 budget to reflect an increase of \$15,400 over the 2022 – 2023 contract period to support additional personnel.

Term of Contract:	1 Year	Expiration Date:	06/30/2024
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Contract Routing:	1. Prepared by:	JT	Date:	02/09/2023
	2. Health Budget Approval	KR	Date:	05/30/2023
	3. Attorney signoff:	RB	Date:	06/01/2023
	4. AS Finance reviewed:	A Martin	Date:	6/6/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	7/13/2023
	8. Council approved (if necessary):	AB2023-411	Date:	07/11/2023
	9. Executive signed:		Date:	7/13/2023
	10. Original to Council:		Date:	



## MEMORANDUM

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Arc of Whatcom County – Information, Education and Family Support Contract Amendment #2  
**DATE:** July 12, 2023

Attached is a contract amendment between Whatcom County and Arc of Whatcom County for your review and signature.

### ■ Background and Purpose

Parents and family members are the primary support for individuals with developmental disabilities (DD) across their lifespan. Organizing and connecting families for mutual support and providing timely and accurate information, assistance and referral are critical to improving outcomes for individuals with DD. This contract provides funding for “Information, Education and Family Support” to individuals with DD, their family members, and the general public. This amendment extends the contract for an additional year and increases funding by \$15,400 over the previous contract period to support additional personnel costs.

### ■ Funding Amount and Source

Funding for this contract period (07/01/2023 – 06/30/2024), in an amount not to exceed \$172,464, is provided by the Washington State Department of Social and Health Services, Developmental Disabilities Administration. These funds are included in the 2023 budget. Council authorization is required as the funding provided by this amendment exceeds 10% of the amount last authorized by Council on 06/15/2021.

### ■ Differences from Previous Contracts

Section	Amendment Purpose
<b>General Terms</b> – Section 10.2 Extension	Extends contract for one year through 06/30/2024
<b>Exhibit A</b> – Scope of Work	Updates linked resources
<b>Exhibit B</b> – Compensation	Reflects the 07/01/2023 – 06/30/2024 contract period

Please contact Ann Beck, Community Services Manager at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.



Whatcom County Contract Number:

202106019 – 2

## WHATCOM COUNTY CONTRACT AMENDMENT

### PARTIES:

**Whatcom County**  
**Whatcom County Health and Community Services**  
**509 Girard Street**  
**Bellingham, WA 98225**

**AND CONTRACTOR:**  
**Arc of Whatcom County**  
**2602 McLeod Road**  
**Bellingham, WA 98225**

### CONTRACT PERIODS:

**Original: 07/01/2021 – 06/30/2022**  
**Amendment #1: 07/01/2022 – 06/30/2023**  
**Amendment #2: 07/01/2023 – 06/30/2024**

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

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### DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.
2. Amend Exhibit A – Scope of Work, to update links to resources.
3. Amend Exhibit B – Compensation, to reflect the budget for the 07/01/2023 – 06/30/2024 contract period, which represents an increase of \$15,400 over the previous contract period, and update the funding source.
4. Funding for this contract period (07/01/2023 – 06/30/2024) is not to exceed 172,464.
5. Funding for the total contract period (07/01/2021 – 06/30/2024) is not to exceed \$480,144.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 07/01/2023.

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

APPROVAL AS TO PROGRAM: <sup>DocuSigned by:</sup>  
*Ann Beck* 7/12/2023  
2B365BB0422344A...  
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: <sup>DocuSigned by:</sup>  
*Erika Lautenbach* 7/12/2023  
955C651A30374BD...  
Erika Lautenbach, Health & Community Services Director Date

APPROVAL AS TO FORM: <sup>DocuSigned by:</sup>  
*Royce Buckingham* 7/13/2023  
1EE5DDBD9542404...  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<sup>DocuSigned by:</sup>  
*Beverly Porter* Beverly Porter, Executive Director 7/13/2023  
9E673534367E4CA...  
Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

<sup>DocuSigned by:</sup>  
*Satpal Singh Sidhu* 7/13/2023  
1192C7C18B664E3...  
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Arc of Whatcom County**  
2602 McLeod Road  
Bellingham, WA 98225  
[beverlyp@arcwhatcom.org](mailto:beverlyp@arcwhatcom.org)



**EXHIBIT "A" – Amendment #2**  
(SCOPE OF WORK)

**I. Background**

Parents and family members are the primary support for individuals with developmental disabilities across the lifespan. Organizing and connecting families for mutual support and providing timely and accurate information, assistance and referral are critical to improving outcomes for the DD population.

1. Develop and raise community awareness about the needs, rights and capacities of persons with developmental disabilities (DD);
2. Increase understanding of and access to community resources and the service delivery system
3. Provide organization to individuals with DD and their families.
4. Connect individuals with DD and their families for mutual support.
5. Foster the self-determination and status of individuals with DD

Funding is through the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA) to provide "Community Information" as defined within the DSHS/DDA program agreement for the current biennium, and local Whatcom County millage funds.

**II. Statement of Work**

The contractor will provide information, assistance, referral and support to individuals with developmental disabilities, their families, caregivers, and the community at large in the following ways:

1. Family Connection and Support

- a. Provide emotional and informational support to families related to parenting a child with developmental disabilities.
  - i. Schedule and provide logistical support for monthly meetings of a "Parent-to-Parent" support group. Meetings will be facilitated by at least one parent of a child with developmental disabilities. Meeting topics will be driven by the interests and needs of parents. These meetings will provide a venue for parents to share information, discuss challenges and work together to address unmet needs.
- b. Provide regular social and networking opportunities for families to meet, share ideas and resources, and offer support and encouragement.
  - i. Organize and implement six (6) networking and/or social events annually. Organizational duties include securing locations, recruiting and supervising volunteers, event promotion, and all event logistics.
  - ii. At least three (3) of the 6 events will be designed specifically for siblings of individuals with DD. These events, also referred to as "sib-shops" provide non-disabled siblings the chance to meet and share common issues, learn about resources and build relationships.
- c. Identify, screen and train "helping parents" so that they can assist, support, and mentor other parents of children with DD based on common needs and interests. Training content will include understanding grief, active listening and basic communication skills, cultural diversity, [DDA Guiding Values](#), the peer support model, and community resources. The contractor will provide ongoing training to "helping parents" as needed.
  - i. Maintain a minimum of 25 trained helping parents available to assist families
  - ii. Facilitate a minimum of 15 parent matches during the contract year.
- d. Provide culturally relevant services and outreach to diverse communities within Whatcom County.
  - i. Assign bi-lingual staff to provide outreach and services to the Spanish-speaking community.
  - ii. Develop and produce Spanish and other language materials as needed.
  - iii. Provide "Helping Parent" matches, social/networking activities and family support which consider language and cultural background.
  - iv. Provide at least one parent support meeting in a rural area outside of Bellingham within the contract year.

2. Information, Education and Referral

- a. Provide information, education, and referral to individuals, families, and the community related to accessing and navigating the special education and social service systems. Assistance will include identifying generic, inclusive community resources as well as those specific to DD.
  - i. Provide 1:1 assistance to a minimum of 475 individuals to develop solutions, navigate the service delivery system and connect to community resources over the contract year.
- b. Develop and distribute written information about local services, resources, events and issues relevant to the DD community.
  - i. Publish and distribute a monthly newsletter at least ten (10) times annually that consists of four or more pages. Efforts will be made to decrease the printed number of newsletters and move to an electronic mailing list. Printed newsletters will be maintained and prioritized for those with limited computer access or skills.
  - ii. Maintain an electronic calendar of community events, available on the contractor's website.
  - iii. Develop and distribute monthly electronic mailings to a minimum of 1600 families and service providers which offer information and analysis of issues relevant to developmental disabilities.
  - iv. Develop, update, and distribute information related to guardianship, future planning, the hiring of caregivers and other topics related to the support of individuals with disabilities upon request. All information will be made available electronically and priority will be given to electronic distribution.
- c. Develop and provide training opportunities on topics prioritized by family and community members.
  - i. Provide a minimum of eight (8) family centered training events during the contract period. Each training will be at minimum two (2) hours in length.
- d. Foster collaboration between schools and families and provide information on best practices and community resources to district staff.
  - i. Schedule and coordinate presentations, as requested, to each of the (7) school districts. Presentations will be made in collaboration with the County, the Division of Vocational Rehabilitation (DVR) and the Developmental Disabilities Administration (DDA).
  - ii. Coordinate a Whatcom County Transition Fair, in collaboration with county and state staff, at least once during the contract period.
  - iii. Assist families to understand the Individual Education Plan (IEP) process, navigate differences and effectively collaborate with the district to meet the child's needs.
  - iv. Provide 1:1 consultation to district staff, as requested, on inclusion, self-determination and community resources.

### 3. Self-advocacy and Inclusion

Self-determination refers to the process by which individuals with DD make informed choices and decisions, with support as needed, based on their own preferences and priorities. Self-Advocacy is the ability to speak for oneself and one's own needs. Developing the skills and self-awareness needed to identify and communicate preferences, problem-solve, make decisions and advocate for oneself are critical to individuals being active and valued members of their communities.

- a. The contractor will support self-advocates to understand their rights and responsibilities as participating members of their community, to learn to assertively communicate their needs, and to practice decision-making and problem-solving skills.
  - i. Coordinate and facilitate a minimum of ten (10) self-advocacy meetings during the contract period. Coordination will include handling meeting logistics and identifying or developing curriculum to address self-advocate needs and priorities. In facilitating the meetings, the Contractor will 1) establish ground rules 2) model effective communication 3) provide a safe environment to address issues and concerns 4) develop solutions and strategies with participants.
  - ii. Provide support to self-advocates to develop and implement at least one (1) community service project during the contract period.
  - iii. Provide individualized instruction and assistance to self-advocates to develop leadership and self-advocacy skills, establish personal self-determination goals and to ensure effective participation.
- b. Provide outreach and education to schools and the general community regarding the self-determination and inclusion of individuals with developmental disabilities.

- i. Provide a minimum of 6 disability awareness presentations within general education classrooms and the community during the contract period.

#### 4. Systems Improvement

The contractor will facilitate, coordinate or participate in system improvement activities related to community services and infrastructure (i.e. housing, transportation, public safety) impacting children and adults with developmental disabilities and their families. System Improvement activities include but are not limited to:

- a. Participating in community advisory and leadership groups and planning processes
- b. Facilitating the participation of individuals with DD and their caregivers in such groups
- c. Providing coordinative support for forums or community groups specifically focused on the needs of individuals with developmental disabilities; including but not limited to [Whatcom Taking Action](#) for Children with Special Health Care Needs and the Whatcom Early Intervention Infant and Children's Council. Coordinative support includes but is not limited to providing the following:
  - i. Maintaining mailing lists
  - ii. Scheduling and room reservation
  - iii. Assisting groups to organize around a particular goal or purpose
  - iv. Assisting groups to develop self-sustaining organizational structures
  - v. Providing expertise to group leadership on formal and informal systems of care for individuals with DD
  - vi. Providing expertise to group leadership on the [DSHS/DDA Guiding Values](#) as an essential component of system improvement efforts

#### 5. Special Projects

Special projects, in support of the statement of work above, including but not limited to, extraordinary outreach/education projects (such as video development), technology and infrastructure costs, and subcontracted extra help to target outreach to under-represented populations, may be approved by the County using Exhibit D.

### III. Anticipated Outcomes

#### 1. Family Connection and Support

- a. Decrease the isolation and improve the health and welfare of families and caregivers of individuals with developmental disabilities.
- b. Increase the confidence, knowledge and skill of families in parenting a child with special needs.
- c. Increase access to culturally and linguistically appropriate information, resources and support.

#### 2. Information and Education

- a. Increase the ability of family and caregivers to build a meaningful life in the community for individuals with DD.
- b. Increase the skill and understanding of family and caregivers in navigating the service delivery system, and effectively advocating for their loved one with a disability.
- c. Improve communication and collaboration between school districts, community service partners and families for the benefit of individuals with DD.

#### 3. Self-Advocacy and Inclusion

- a. Increase the ability of individuals with disabilities to advocate for themselves, make their own choices, and self-direct the services and supports they receive.
- b. Increase awareness of developmental disabilities issues within the general community and the capacity of the community to include and welcome individuals with DD.

#### 4. System Improvement



- a. Increase the awareness of community service and infrastructure partners to the needs and capacities of individuals with disabilities and their family members.
  - b. Increase the effectiveness of community groups organized to improve services for individuals with DD.
  - c. Increase the participation and leadership of individuals with disabilities and their family members within community groups and planning processes.
5. Special Projects - Outcomes for special projects will be detailed in Exhibit D.

#### **IV. Program Requirements**

1. The contractor will designate a lead staff responsible for the targeted outcomes of the contract, and to coordinate with the County related to contracted activities.
2. Staff assigned to contract outcomes will be the parent or family member of an individual with developmental disability, unless otherwise approved by the County.
3. The contractor will maintain current job descriptions for all staff assigned to the contract.
4. The Contractor will ensure that staff hired have sufficient training and skill to safely and effectively deliver the services outlined. The Contractor will provide documentation of staff training and orientation as requested by the County.
5. The contractor will develop a plan to evaluate and get feedback annually on program services and priorities. At minimum the plan will include participant surveys and an annual assessment of community priorities, concerns and topics to be addressed.
6. Information, assistance and support will be provided in ways that promote the values of the [DDA guiding values](#) and which promotes individual choice and the self-direction of services.
7. Services will assist individuals and families in defining and utilizing available natural supports in the community. "Natural supports" are those personal associations and relationships that enhance the quality of life for individuals with developmental disabilities and are not based on a paid service relationship.
8. The contractor may promote understanding of legislative issues relevant to developmental disabilities and assist individuals in communicating their needs and priorities to elected representatives and government agencies. The Contractor may not, however, endorse or oppose pending legislation, ballot initiatives, or specific candidates running for elected office in any publication or with any resource made available through public funds under this contract.
9. The contractor will make targeted efforts to increase outreach to individuals and their families who come from ethnically and linguistically diverse communities.
10. Staff assigned to this contract are considered mandated reporters under RCW 74.34.020 and must comply with reporting requirements described under RCW 74.34.035, 040 and Chapter 26.44.
11. Staff assigned to this contract will have current CPR/First aid certification.
12. A DSHS background clearance, free of disqualifying convictions will be completed for staff assigned to this contract. If the contractor elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults, then the County shall deny payment for any subsequent service rendered by the disqualified individual. A list of disqualifying convictions may be found at the following. <https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions>
13. The agency will participate in a minimum of one monitoring session during the contract period. Monitoring elements will be based on the program requirements and outcomes identified in the contract, as well as a fiscal review of program costs and expenditures. The agency will fix any deficiencies noted, respond to recommendations made during the review and work with the County to ensure contract outcomes are met.

#### **V. Reporting and Documentation**

1. The Contractor will report on all program activities and outcomes, monthly, in a format approved by the County. The monthly report should accompany the invoice for services. The monthly reporting form is in an excel format, and is incorporated by reference.
2. Attendance and sign-in sheets or logs, handouts and other materials provided to participants as part of the above activities shall not be submitted with the monthly invoice, but shall be on file for review by the County.
3. All requests for special projects will be pre-approved by the County using Exhibit D. The Contractor will not be reimbursed for special projects that commence prior to signature approval from Whatcom County.



**EXHIBIT "B" – Amendment #2**  
(COMPENSATION)

- I. **Source of Funding:** This contract, in an amount not to exceed \$172,464 during this contract period (07/01/2023 – 06/30/2024), is funded by the Washington Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). The budget for this contract period is as follows:

Description	Program Area	Staff Composite Rate or # Unit/Rate	Documentation	*Budget
<b>Personnel Costs-Composite Billing rate</b>				
Director and Parent Coalition Coordinator (approx. 1040 hrs)	Info and Ed	\$34.98/hour	Time report	\$ 40,396
Care and Resource Coordinator (approx. 655 hrs)		\$23.28 /hour		\$ 16,932
Parent-to-parent Coordinator (approx. 1040 hrs)	Family Support	\$26.08/hour		\$ 30,118
Parent to Parent Assistant (approx. 1040 hrs)		\$25.39 /hour		\$ 29,322
Latino Family Support Coordinator (approx. 885 hrs)		\$24.44/hour		\$ 24,017
			<b>Subtotal Personnel Costs</b>	<b>\$140,785</b>
<b>Payment Point (Non-Personnel Costs)</b>				
Parent Coalition Newsletter	Info and Ed	10 newsletters @ \$975 per newsletter	Date and description of service delivery	\$9,750
Family Workshops		8 workshops @ \$450/ per training		\$3,600
Self-advocacy support meetings	Self-Advocacy	10 meetings @ \$65/per meeting		\$650
			<b>Subtotal Payment Point</b>	<b>\$14,000</b>
<b>Reimbursement</b>				
Interpreter/translation costs	All	Reimbursement of actual costs	GL detail or invoice	\$500
Professional Development				\$500
Special projects as approved by the County using Exhibit D				\$500
Consultant/Subcontractor Costs			Consultant Invoice	\$500
			<b>Subtotal Reimbursement</b>	<b>\$2,000</b>
			<b>Subtotal All</b>	<b>\$156,785</b>
			<b>10% Admin</b>	<b>\$15,679</b>
			<b>Total Budget</b>	<b>\$172,464</b>

\*Funding may be shifted between line items with written authorization from the County's Administrative Officer. If there is a change in a staff rate, a new composite rate form will be submitted to the Administrative Officer and the hourly rate may be modified without contract amendment. Updated rates will not change or increase the total compensation available under the contract.

II. **Invoicing**

- The Contractor shall submit itemized invoices on a monthly basis in a format provided by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. The contractor shall, upon request of the County, provide additional reports related to the services provided through this contract. The Contractor shall submit invoices to (*include contract/PO #*) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.