

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201706014 - 4

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Developmental Disabilities
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Work Opportunities

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 #:	201706014	

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):
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201906024

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16-18	673800

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | |

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for, all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
Varies depending on number of clients and types of services authorized.	<ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, 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 provides funding for services designed to assist eligible individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings.

Term of Contract:	1 Year	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/29/2020
	2. Health Budget Approval	KR	Date: 05/22/2020
	3. Attorney signoff:	RB	Date: 05/22/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 06/17/2020
	8. Council approved (if necessary):		Date: 06/16/2020
	9. Executive signed:	✓	Date: 6-18-2020
	10. Original to Council:	✓	Date: 6-19-2020

WHATCOM COUNTY
Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Work Opportunities – Services to Individuals with Developmental Disabilities
Contract Amendment #4
DATE: June 17, 2020

Attached is a contract amendment between Whatcom County and Work Opportunities for your review and signature.

▪ **Background**

This contract provides "Pathways to Employment" and "Community Inclusion" services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals to pursue and maintain paid employment in integrated community settings. Community Inclusion services are designed to increase participation and inclusion in the community. In January 2020, 325 adults in Whatcom County received employment services (80% of whom are employed and earning wages) and 32 individuals received community inclusion services.

▪ **Purpose**

These are Medicaid entitlement services provided to COVID-vulnerable clients. Council approval is required prior to 7/1/2020 in order to continue these services. Clients authorized under the County contract are approved for a Federal program, managed by the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA), which provides them access to a set of required services, including the services provided through this contract. By accepting revenue from DSHS, the County is obligated to provide these services. Work Opportunities is one of the community providers offering these services and the purpose of this amendment is to renew the contract for an additional year.

▪ **Funding Amount and Source**

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid Match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however, the estimated authorized service level is \$672,138. Council approval is required as estimated funding exceeds 10% of the previously approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



Whatcom County Contract Number:
201706014 – 4

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

**AND CONTRACTOR:
Work Opportunities
6515 202nd Street SW
Lynnwood, WA 98036**

AMENDMENT NUMBER: 4

CONTRACT PERIODS:

**Original: 07/01/2017 – 06/30/2018
Amendment #1: 10/01/2017 – 06/30/2018
Amendment #2: 07/01/2018 – 06/30/2019**

**Amendment #3: 07/01/2019 – 06/30/2020
Amendment #4: 07/01/2020 – 06/30/2021**

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

DESCRIPTION OF AMENDMENT:

1. 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 B (revised Exhibit B is attached) – Compensation as follows:
 - a. Increase hourly rate for Individual Employment from \$70 to \$71/hour and Community Inclusion from \$34 to \$35/hour.
 - b. Amend Section V: Reimbursement Rates for Projects and Other Services, to add reimbursement for Job Foundation Activities and Projects. These are activities defined by the original Individual Supported Employment services outlined in Section II. Services Types of the original scope of work and Section 8 (2) of the current program agreement between DSHS/DDA and the County (Contract #201906024). Eligibility criteria for participants is expanded in accordance with the State Contract.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 07/01/2020.

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

APPROVAL AS TO PROGRAM: DocuSigned by: Anne Deacon 6/17/2020
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 6/17/2020
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 6/18/2020
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

DocuSigned by: Carrie Morehouse, Executive Director Carrie Morehouse, Executive Director 6/18/2020
Contractor Signature | Print Name and Title | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 6/18/2020
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Work Opportunities
6515 202nd Street SW
Lynnwood, WA 98036
(425) 778-2156
carrie@workopportunities.org

Exhibit B – Amendment #4
(COMPENSATION)

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). Total compensation for the contract is variable, depending upon the number of clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a sub-recipient agreement.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients:

1. Service levels are individualized, based on assessed client need;
2. The service hours authorized for each client is mutually agreed upon by DDA, the County, and the Contractor;
3. Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020;
4. Funding is allocated for services delivered to an individual client. The client's service allocation and funding will follow the client in the event that they choose to receive services through another Contractor;
5. The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format approved by the County. A complete billing includes both an invoice coversheet and attached client services documentation. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
jilee@co.whatcom.wa.us

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 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 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 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 (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.
5. The Contractor shall not bill the county for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support (PASS) or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
6. 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.

7. A total annual funding authorization for all clients will be communicated to the Contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment.

Expenditures may not exceed the total funding approved by the County and in no case will exceed the total available funding restricted to these services.

II. 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 approved by the County. Data elements and definitions for each category of services are outlined by DSHS/DDA in the Case Management Information System (CMIS) billing instructions found 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.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in the WAC.
2. Service levels proposed by the Contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).
3. Payment will be made on an hourly basis for all staff support hours provided, up to but not to exceed, the monthly support hours authorized for each client.
4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.
5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.
6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses or benefits.
7. The contractor agrees to assign to the County, its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX Programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County (see Exhibit D).

IV. Reimbursement Rates for Pathways to Employment and Community Inclusion Services

Service Type	Description	Rate	Fund Source
A. Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> * a month per client.	\$71 /hour	DSHS/DDA
B. Individual Employment Exceptional Service level	For every 10 hour increment above 30*, the hourly rate will be reduced as described below. Minimum hourly rate is \$35/ hour for IE services. a. 31-40 hour= \$60/ hour b. Additional reduction of \$5/ hour for every 10 hour increment above 40. Example: 41-50 hours \$55/ hour; 51-60 hours=\$50/ hour	Variable \$35-\$60/ hour	DSHS/DDA
C. Group Supported Employment	Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized	\$65/hour	DSHS/DDA
D. Community Inclusion	Individualized support in integrated community settings	\$35/hour	DSHS/DDA

*Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 30 (or another 10 hour increment), the lower hourly rate will still apply. Exceptional service hours may be limited by funding availability and DSHS/DDA approval.

V. Reimbursement Rates for Projects and Other Services

Activity	Description	Reimbursement	Funding
A. Staff Training	Training for Contractor's staff for the purpose of improving or enhancing job-related knowledge and skills. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide	Reimbursement for costs, pre-approved by the County.	DSHS/DDA and local funds
B. Partnership Projects	Hourly consultation with school districts, families, employers to improve the transition of young to adults from school to work and adult services.	\$71/hour not to exceed hours authorized by the County Billable activities include those listed in Exhibit A, Scope of Work, Section III B.	DSHS/DDA and local funds
C. Job Foundation Report	Completed Job Foundations Report. (Reporting form can be found at the DSHS/DDA <u>County best practices Website.</u>) Activities which contribute to the development of the report include those listed in Exhibit A – Scope of Work, Section III (B).	\$2,400 per authorized student enrolled in the County School to Work Program in accordance with the rate set by the State, upon acceptance of the report by the County.	DSHS/DDA and local funds
D. Job Foundation – Employment Outcome	Outcome payments for “High Acuity” students placed in paid employment by the following date of the student’s school exit year: a. By September 30 b. Between October through December c. Between January through March d. Between April through June	In accordance with the rates set by the State: a. \$1,500 b. \$1,000 c. \$500 d. \$250 e. An Additional payment of \$1,000 if client is working ten hour of work per week or more.	DSHS/DDA and local funds
E. Projects	COVID-19 related projects that support or directly benefit an agency or client. Examples include equipment purchases, agency administrative support, benefits planning and generic job development	As approved by the County and the State and based on written authorization detailed in Exhibit B of the <u>Program Implementation Guide.</u>	DSHS/DDA and local funds