

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

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:	Washington Vocational Services

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): 13-25 2016-18 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 number of clients and types of services authorized.**

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 provides funding for 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 an individual's independence and inclusion in the community.

Term of Contract:	1 Year	Expiration Date:	06/30/2020
Contract Routing:	1. Prepared by:	JT	Date: 05/02/2019
	2. Attorney signoff:	RB	Date: 05/10/2019
	3. AS Finance reviewed:		Date: 6/8/19
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

Whatcom County Contract No.  
\_\_\_\_\_

**CONTRACT FOR SERVICES AGREEMENT**  
**Employment Services**

**Washington Vocational Services**, 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 14,
- Exhibit B (Compensation), pp. 15 to 18,
- Exhibit C (Certificate of Insurance), p. 19,
- Exhibit D (Assignment of Medicaid Billing Rights) pp. 20,
- Exhibit E (E-Verify Declaration), p. 21.

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 1<sup>st</sup> day of July, 2019, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of June, 2020.

The general purpose or objective of this Agreement is to **provide employment or community inclusion services to individuals with developmental disabilities**, 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.

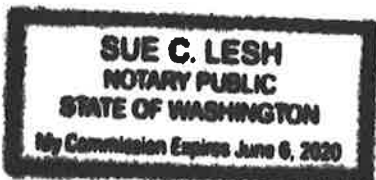
The maximum consideration for the initial term of this agreement or for any renewal term will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). The Contract Number, 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 21 day of May, 2019.

**CONTRACTOR:**

Washington Vocational Services  
Janet Bruckshen  
Janet Bruckshen, Executive Director



STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF Snohomish )

On this 21 day of May, 2019, before me personally appeared Janet Bruckshen, to me known to be the Director of Washington Vocational Services, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Sue C Lesh  
NOTARY PUBLIC in and for the State of Washington, residing at Everett. My commission expires 6/6/2020

**WHATCOM COUNTY:**

**Recommended for Approval:**

Anne Deacon 5/23/19  
Anne Deacon, Human Services Manager Date

Regina Delahunt 5/24/19  
Regina Delahunt, Director Date

**Approved as to form:**

[Signature] 5-24-19  
Royce Buckingham, Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_ 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.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at  
\_\_\_\_\_. My commission expires \_\_\_\_\_  
[Notary Seal]

**CONTRACTOR INFORMATION:**

Washington Vocational Services  
Janet Bruckshen, Executive Director  
111 SE Everett Mall Way  
Building C, Suite 100  
Everett, WA 98208  
(425) 774-3338  
[jbruckshen@wvs.org](mailto:jbruckshen@wvs.org)

## 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  
[jilee@co.whatcom.wa.us](mailto:jilee@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. Background**

The purpose of this contract is to provide "Pathways to Employment" and "Community Inclusion" services to eligible individuals with developmental disabilities. Pathways to Employment services assist working age adults to pursue and maintain paid employment in integrated community settings. Community Inclusion services support individuals who are retired or no longer seeking employment to increase their independence and inclusion in the community.

All services are individualized to reflect the individual's interests, strengths, gifts, talents, and service goals.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the Whatcom County Developmental Disabilities program, the Washington Department of Social and Health Services (DSHS) work order for the current biennium and the County Guidelines published by DSHS and available at [https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf).

**II. Service Types**

The contractor has applied for and been accepted and monitored as a qualified provider for the services indicated, below.

- Individual Supported Employment
- Group Supported Employment
- Community Inclusion

These services are defined in the table below, based on the definitions found in the DSHS/DDA Program Agreement for the current DDA biennium.

Service Type	Service Description	Service Goals
Individual Supported Employment	<ol style="list-style-type: none"> <li>1. These services are part of an individual's pathway to integrated employment in typical community jobs.</li> <li>2. These are individualized services necessary to help persons with developmental disabilities obtain and maintain integrated employment at or above the state's minimum wage in the general workforce.</li> <li>3. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, recordkeeping and on-going support to maintain a job.</li> </ol>	<ol style="list-style-type: none"> <li>a. Establish employment opportunities for participants within local businesses on a one-person/one-job basis or self-employment in line with the <u>DSHS/DDA self-employment guidelines</u>.</li> <li>b. Develop work opportunities regardless of the level of disability</li> <li>c. Develop relationships with and support from co-workers without disabilities (i.e. natural supports)</li> <li>d. Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses</li> <li>e. Develop skills necessary to increase independence on the job and decrease dependence on paid supports.</li> <li>f. Make measurable progress toward the individual's employment goals</li> </ol>
Group Supported Employment	<ol style="list-style-type: none"> <li>1. These services are part of an individual's pathway to integrated employment in typical community jobs.</li> <li>2. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting.</li> <li>3. Examples include enclaves, mobile crew and other business models employing small groups of workers with disabilities in integrated employment in community settings.</li> </ol>	<ol style="list-style-type: none"> <li>a. Establish supervised employment opportunities for small groups of participants within local business, industry and community settings</li> <li>b. Develop relationships with and support from co-workers without disabilities (i.e. Natural supports)</li> <li>c. Earn sufficient wages to increase self-sufficiency and meet or exceed living expenses</li> <li>d. Develop skills necessary to increase independence on the job, and decrease dependence on paid supports.</li> <li>e. Make measurable progress toward the individual's employment goals and toward integrated employment at minimum wage or better.</li> </ol>
Community Inclusion	<ol style="list-style-type: none"> <li>1. These individualized services are provided in typical integrated community settings for individuals in retirement or no longer pursuing employment</li> <li>2. Services will promote individualized skill building which supports the individual to actively and independently engage in their local community.</li> <li>3. Activities will provide opportunity to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion.</li> <li>4. These services may be authorized instead of employment support for working age individuals (21-62) who have received nine months of employment support and choose to no longer pursue employment.</li> </ol>	<ol style="list-style-type: none"> <li>a. Participation in integrated community activities of clients' choice similar to individuals without disabilities of the same age.</li> <li>b. Membership/leadership in local community clubs and associations based on interest and culture</li> <li>c. Foster connections between persons with disabilities and persons without disabilities who are not paid developmental disabilities staff.</li> <li>d. Enhance or maintain the persons' competence, integration, physical or mental skill.</li> </ol>

### **III. Statement of Work**

The Contractor will develop an individualized service plan for each client based on his or her interests, skills and abilities. Support will be provided as defined below to make measureable progress toward the client's service goals as outlined in the plan.

#### **A. Client support**

"Support" provided in the implementation of client services, as referenced herein, is defined as staff time spent on behalf of the program client to achieve community employment or inclusion goals. In addition to those activities specifically outlined within the billable activities, below, "support" when used within a definition typically refers to one of the three following activities:

1. **Monitoring** of client employment or community inclusion activities (e.g., ensuring safety, quality etc.);
2. Providing verbal or physical reminders or **prompts** for the client to successfully complete or engage in employment or community inclusion activities; or
3. Providing partial or total 1:1 **physical assistance** to allow the client to successfully complete or engage in employment or community inclusion activities.

#### **B. Pathway to Employment Billable Support Activities**

Pathway to Employment includes both Individual Employment (IE) and Group Supported Employment (GSE). Billable support activities for Pathway to Employment services are found on the Washington State Department of Social & Health Services Developmental Disabilities Administration (DSHS/DDA) website, and may be amended or updated with prior notification by the County without a contract amendment. <https://www.dshs.wa.gov/dda/county-best-practices>

#### **C. Community Inclusion Billable Support Activities**

Billable support activities for Community Inclusion services are found on the DSHS/DDA website, and may be amended or updated with prior notification by the County without a contract amendment. <https://www.wa.gov/dda/county-best-practices>

#### **D. Individualized Plan for Services**

The Contractor is required to have a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the "driver" or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client's guardian when applicable, DSHS/DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DSHS/DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client's permission.

Required elements of both Pathways to Employment and Community Inclusion plans are outlined in the County Program Implementation Guide, referenced in Section 7.

## **E. Progress Updates**

For all clients, the Contractor shall document measureable progress toward achieving the individual's service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DSHS/DDA Case Resource Manager and the client/guardian.

If clients receiving Individual Employment or Group Supported Employment services have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

1. Review the progress toward service goals.
2. Provide evidence of consultation with the family/client.
3. Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
4. Document the additional/new strategies developed for each client with the client's file.

If after 12 months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next 6 month progress report. The client may request to participate in Community Inclusion activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Inclusion activities will be referred to his/her DSHS/DDA Case Resource Manager.

## **IV. Service Requirements**

### **A. All Services will:**

1. Be individualized and unique to the client's Individualized Pathway to Employment or Community Inclusion Plan.
2. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
3. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
4. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the client.
5. Promote independence through skill development and training, including the effective use of public transportation.
6. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
7. Emphasize the development of natural community supports, in conjunction with, but not an over-reliance on, public funds. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
8. Demonstrate measurable progress toward achieving the client's individualized service goals.
9. Include at minimum monthly contact by the contractor.

10. Provide support to the client at a service level proposed by the Contractor, approved by the County and authorized by the DSHS/DDA Case Resource Manager. Service levels will be authorized in accordance with:
  - Washington Administrative Code [\(WAC\) 388-828-9325](#) through 9360 for Employment Services
  - Washington Administrative Code [\(WAC\) WAC 388-828-9300](#) through 9310 for Community Inclusion Services
  - [County Implementation Guide for Employment and Community Inclusion Services](#)
11. Adhere to 42CFR 441 530(a) (1) related to Home and Community Based settings which require:
  - a. The service setting is integrated in and supports full access to the greater community;
  - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
  - c. Provides opportunities to seek employment and work in competitive integrated settings; and
  - d. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

**B. All Employment Services will:**

1. Emphasize maximum integration with co-workers without disabilities. All efforts will be made to promote employer responsibility for workers with disabilities, including exploration of direct employment of clients by the business/industry in Group Supported Employment.
2. Ensure that pay for work performed is commensurate with pay to other employees doing the same type and amount of work.
3. Ensure compensation in accordance with applicable federal and state laws and regulation. This includes, but is not limited to section 14 (C) of the Federal Fair Labor Standards Act (FLSA), RCW 39.12.022, RCW 49.46.060, RCW 49.46.020 and WAC 296-128-050 and Washington State Labor and Industries requirements and procedures for payment of sub-minimum wage.
4. Ensure that all individuals, regardless of their disability, are provided the opportunity to pursue employment. Some participants may need more support than others and may spend time in activities that will prepare the participant for future community employment.

**C. Group Supported Employment (GSE) will:**

1. Ensure paid work is available for all clients authorized for these services. In the event that contracted work is no longer available or insufficient to maintain a GSE work site, the provider is expected to notify the County to determine appropriate next steps related to client authorization.
2. Work towards establishing permanent integrated employment at or above minimum wage.

**D. Community Inclusion Services will:**

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Segregated and specialized activities are those which are organized and designed for individuals based on their disability.
2. Not be provided simultaneously with employment services, unless approved by exception by DSHS/DDA.

3. Ensure the health and safety of participating clients.
4. Ensure a positive image and development of relationships, increased competence, individualized skill-building, and other benefits identified in the client's plan. Services will occur individually or in a group of no more than 2 or 3 individuals. Group services may only occur when based on similar interests and needs.
5. Allow a client to discontinue services in order pursue work and to receive employment support at any time.

#### **V. Program Implementation Requirements**

The Developmental Disabilities Program Implementation Guide, Employment and Community Inclusion 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/713/Contractors>. The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Inclusion services.

**EXHIBIT "B"**  
**(COMPENSATION)**

The source of funding for this contract is DSHS/DDA and includes state dollars and federal Medicaid match. 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 Whatcom County rate structure employs an hourly fee for services system.

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

- Service levels are individualized, based on assessed client need.
- The service hours authorized for each client is mutually agreed upon by DDA, the County and the contractor.
- Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020.
- 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.
- 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 provided by the County. A complete billing includes both an invoice coversheet and attached client service documentation. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, [jilee@co.whatcom.wa.us](mailto:jilee@co.whatcom.wa.us)  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225

- 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.
2. 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).
  3. 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.
  4. 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.



5. 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.**

6. 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 authorization approved by the County and in no case will exceed the total available funding restricted to these services

## **II. Reporting**

- a. 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 Case Management Information System (CMIS) billing instructions found at: <https://www.dshs.wa.gov/dda/county-best-practices>.
- b. 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 Washington Administrative Code (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. (Exhibit D)

**IV: Reimbursement Rates for Pathways to Employment and Community Inclusion Services**

Service Type	Description	Rate	Funding source
Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> * a month per client.	\$70/hour	DSHS/DDA
Individual Employment  Exceptional Service level	<p>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.</p> <p>a. 31-40 hour= \$60/ hour b. Additional reduction of \$5/ hour for every 10 hour increment above 40.</p> <p>Example: 41-50 hours \$55/ hour 51-60 hours=\$50/ hour</p> <p>Exceptional service hours may be limited by funding availability and DSHS/DDA approval.</p>	Variable  \$35-\$60/ hour	DSHS/DDA
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
Community Inclusion	Individualized support in integrated community settings	\$34/hour	DSHS/DDA

*\*i.e. 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 other 10 hour increment), the lower hourly rate will still apply.*

**V. Reimbursement Rates for Projects and Other Services**

Activity	Description	Reimbursement	Funding
Staff Training	<p>Training for Contractor's staff for the purpose of improving, or enhancing job-related knowledge and skills.</p> <p>Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide</p>	<p>Reimbursement for actual costs, pre-approved by the County.</p>	<p>DSHS/DDA</p> <p>And local funds</p>
Partnership Projects	<p>Time spent in collaboration with school districts, adult service providers, families, employers to provide employment services and facilitate the transition of young to young adults from school to work and adult services.</p> <p>Includes collaboration between adult service providers to improve marketing, outreach and awareness to business and industry within Whatcom County.</p>	<p>\$70/hour not to exceed funding authorized in writing by the County</p> <p>Billable activities include those listed in Exhibit A, Scope of Work, Section III B.</p>	<p>DSHS/DDA</p> <p>And local funds</p>

**EXHIBIT "C"**  
**(INSURANCE)**

# Non Profit Insurance Program

## CERTIFICATE OF COVERAGE

Issue Date: 05/21/2019

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 SUBROGATION 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).

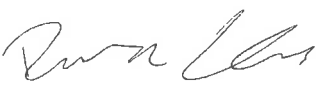
<b>PRODUCER</b>	<b>COMPANIES AFFORDING COVERAGE</b>
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.
<b>INSURED</b>	<b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
WA Vocational Services  111 SE Everett Mall Way, Bldg C, Ste 100 Everett, WA 98208	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.
	<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company
<b>COVERAGES</b>	

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
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP  (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)	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
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO (LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)	N1-A2-RL-0000013-09	06/01/2018	06/01/2020	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
<b>PROPERTY</b>					
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)	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 \$1,000,000 \$1,000,000 NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)	N1-A3-RL-0000060-09	06/01/2018	06/01/2020	PER CLAIM ANNUAL POOL AGGREGATE	\$5,000,000 \$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Evidence of coverage only.					

**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.

<b>CERTIFICATE HOLDER</b>	<b>AUTHORIZED REPRESENTATIVE</b>
Whatcom County 311 Grand Ave Bellingham, WA 98225	

**EXHIBIT "D"**  
(ASSIGNMENT OF MEDICAID BILLING RIGHTS)

The County, through its agreement with the Department of Social and Health Services (DSHS), Division of Developmental Disabilities (DDD), must ensure that all County-contracted providers assign their Medicaid waiver billing rights to the County. DSHS, as the single state Medicaid agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered under its contract with DSHS/DDD. The Contractor agrees, by signing below, to assign to the County its Medicaid waiver billing rights for services to DDD 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.

Janet Bruesler  
Authorized Signature

5-21-19  
Date

Washington Vocational Services  
Agency Name (Please Print)

**EXHIBIT "E"**  
(E-VERIFY DECLARATION)

Firm Name: Washington Vocational Services

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: May 21, 2019

SIGNATURE: Janet Bruckshen

PRINTED NAME: Janet Bruckshen