

**CONTRACT INFORMATION SHEET**

Originating Department:	85 Health and 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:	Kulshan Supported Employment

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 #:	202107004	

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?	Contract Cost Center:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): 22-60/61	673800 / 127200

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"/> Goods and services provided due to an emergency.    |
| <input type="checkbox"/> Contract work is for less than \$100,000.                            | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days.                             | <input type="checkbox"/> Work related subcontract less than \$25,000.        |
| <input type="checkbox"/> Interlocal Agreement (between Governments).                          | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.  |

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>
Varies depending on number and type of services authorized.	1. Exercising an option contained in a contract previously approved by the council.
Estimated not to exceed \$1,547,837 (07/01/2023 – 06/30/2024)	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. This amendment extends the contract for an additional year and increases funding to support DSHS data projections for Whatcom County and an increase in DSHS established rate lids.

Term of Contract:	1 Year	Expiration Date:	06/30/2024
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Contract Routing:	1. Prepared by:	JT	Date:	03/16/2023
	2. Health Budget Approval	KR/JS	Date:	06/22/2023
	3. Attorney signoff:	RB	Date:	06/20/2023
	4. AS Finance reviewed:	A Martin	Date:	6/26/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	7/14/2023
	8. Council approved (if necessary):	AB2023-429	Date:	07/11/2023
	9. Executive signed:		Date:	7/14/2023
	10. Original to Council:		Date:	



# Memorandum

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Kulshan Supported Employment – Services to Individuals with Developmental Disabilities Contract Amendment #3

**DATE:** JULY 12, 2023

Attached is a contract amendment between Whatcom County and Kulshan Supported Employment for your review and signature.

## ▪ Background and Purpose

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 in the community. In January 2023, 350 adults in Whatcom County received employment services and 36 received community inclusion services. Kulshan Supported Employment is one of four community providers offering these services. This amendment extends the contract for an additional year (07/01/2023 – 06/30/2024) and increases the annual allocation by \$384,370 compared to the 2022 – 2023 contract period. This contract supports the Department of Social and Health Services’ (DSHS) data projections for Whatcom County and an increase in the DSHS established rate lids, as follows:

Service	2022-2023	2023-2024
Individual Employment	\$84/hour	\$105.60/hour
Group Supported Employment	\$72/hour	\$91.04/hour
Community Inclusion	\$39/hour	\$61.36/hour

## ▪ Funding Amount and Source

Funding for this contract is provided by the Washington State DSHS, Developmental Disabilities Administration and local DD Millage. Total compensation under this contract depends on the number of clients and the types of services authorized, however, the estimated authorized service level for this contract period (07/01/2023 – 06/30/2024) is \$1,547,837. Council authorization is required as this amendment increases funding by more than 10% of the amount authorized by Council on 06/29/2021.

- **Differences from Previous Contracts**

<b>Section</b>	<b>Amendment Purpose</b>
<b>General Terms – Section 10.2 Extension</b>	Extends contract for an additional year, through 06/30/2024
<b>Exhibit A – Scope of Work</b>	More clearly incorporates by reference, DSHS general terms and conditions, DSHS Data Security Agreement and DSHS/DDA Program Agreement for the current biennium
<b>Exhibit B – Compensation</b>	Increases rates approved by legislature and in line with the State's 2022 Rate Study for Employment and Community Inclusion Services. Annual funding is \$1,547,837.

Please contact Amanda Burnett, Human Services Supervisor at 360-778-6069

([ABurnett@co.whatcom.wa.us](mailto:ABurnett@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.

Encl.

Whatcom County Contract Number:

202107004 – 3

**WHATCOM COUNTY CONTRACT AMENDMENT****PARTIES:**

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

**AND CONTRACTOR:**  
**Kulshan Supported Employment**  
 310 Iowa Street  
 Bellingham, WA 98225

**CONTRACT PERIODS:**

Original: 07/01/2021 – 06/30/2022

Amendment #2: 07/01/2022 – 06/30/2023

Amendment #1: 02/01/2022 – 06/30/2022

Amendment #3: 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**

**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract for one year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A – Scope of Work, to incorporate the following documents by reference to Section VII. Program Implementation Requirements:
  - DSHS Data Security Agreement
  - DSHS General Terms and Conditions
  - DSHS/DDA Program Agreement for the current biennium
3. Amend Exhibit B – Compensation, to increase the hourly rate for Individual Employment, Group Supported Employment and Community Inclusion. Rate increase was funded by the legislature and is supported by a 2022 DSHS rate study for these services, as follows:

<b>Service</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Individual Employment</b>	\$84/hour	\$105.60/hour
<b>Group Supported Employment</b>	\$72/hour	\$91.04/hour
<b>Community Inclusion</b>	\$39/hour	\$61.36/hour

4. Funding for this contract period (07/01/2023 – 06/30/2024) is estimated not to exceed \$1,547,837.
5. All other terms and conditions remain unchanged.
6. 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: 

DocuSigned by: <i>Ann Beck</i>	7/13/2023
2B365BB0422344A...	

Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: 

DocuSigned by: <i>Erika Lautenbach</i>	7/13/2023
955C651A30374BD...	

Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: 

DocuSigned by: <i>Royce Buckingham</i>	7/13/2023
1EE5DDBD9542404...	

Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

DocuSigned by: <i>Matt Carlson</i>	Matt Carlson, Director	7/14/2023
5B6F19B67C5D4B4...		

Contractor Signature Printed Name and Title Date

FOR WHATCOM COUNTY:

DocuSigned by: <i>Satpal Singh Sidhu</i>	7/14/2023
1192C7C18B664E3...	

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Kulshan Supported Employment**  
310 Iowa Street  
Bellingham, WA 98225  
360-739-8145  
[staff@kulshansupportedemployment.com](mailto:staff@kulshansupportedemployment.com)

**EXHIBIT "A" – Amendment #3**  
(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 individuals served are authorized by the Washington State Department of Social and Health Services, Developmental Disabilities Administration. (DSHS/DDA) All services are individualized to reflect client interests, skills and service goals within rules established by DSHS/DDA.

This contract reflects the community values and goals of the Whatcom County Developmental Disabilities Advisory Board, the DSHS/DDA program agreement 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:

- Individual Supported Employment
- Group Supported Employment
- Community Inclusion

These services are defined in the table below, based on the definitions found in the DSHS Developmental Disabilities Administration (DDA) Program Agreement for the current DDA biennium.

Service Type	Service Description	Service Goals
<b>Individual Supported Employment</b>	<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 DSHS/DDA self-employment guidelines.</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 (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>
<b>Group Supported Employment</b>	<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 and support from co-workers without disabilities (i.e. Natural Supports).</li> <li>c. Earn sufficient wages to increase self-sufficiency and met 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>

<p><b>Community Inclusion</b></p>	<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 are authorized in accordance with DSHS/DDA guidelines, as presently adopted or subsequently amended.</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>
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### 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 measurable 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 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 DSHS/DDA website, and may be amended or updated with prior notification by the County, without a contract amendment.

<https://manuals.dshs.wa.gov/sites/default/files/DDA/dda/documents/Individual%20Employment%20Billable%20Activities%207.2019.pdf> and

<https://manuals.dshs.wa.gov/sites/default/files/DDA/dda/documents/GSE%20and%20PVS%20Service%20Guidelines%20Minimum%20Expectations%202013.pdf>

#### 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.dshs.wa.gov/dda/county-best-practices CI Billable Activities 2-1-2018.pdf](https://www.dshs.wa.gov/dda/county-best-practices/CI%20Billable%20Activities%202-1-2018.pdf)

#### 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: <https://www.whatcomcounty.us/DocumentCenter/View/57159/2023-25-Whatcom-county-DD-Employment-and-Community-Inclusion-Program-Implementation-Guide?bidId=>

## E. Progress Updates

For all clients, the Contractor shall document measurable 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 within 30 days following the 6 month period 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 within 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 six-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. Be provided to clients meeting age requirements detailed in [WAC 388-845-2110](#).
3. Ensure continued movement toward inclusive settings, integration and connection with others in the community without disabilities.
4. Provide supports in a variety of settings and in a broad range of activities that will contribute to his/her individual service goals.
5. Provide staff and training interventions at appropriate levels to safely and effectively meet the needs of the client.
6. Promote independence through skill development and training, including the effective use of public transportation.
7. Implement curriculum, work activities, routines, and other materials used to facilitate learning that are relevant to the age and individual needs of each client.
8. Emphasize the development of natural community supports, and the fading of paid staff support. Natural supports are those provided by individuals in the work or community environment who are not paid to support the client.
9. Demonstrate measurable progress toward achieving the client's individualized service goals.
10. Include at minimum monthly contact by the contractor.
11. Provide support to the client at a service level propose 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
  - WAC [388-828-9300](#) through [9310](#) for Community Inclusion Services
  - County Implementation Guide for Employment and Inclusion Services

<https://www.whatcomcounty.us/DocumentCenter/View/57159/2023-25-Whatcom-county-DD-Employment-and-Community-Inclusion-Program-Implementation-Guide?bidId=>



12. 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 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.
4. Ensure that supports necessary for job success have been identified and provided to each participant. Support may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaption, work environment modification, identification of job counseling needs, etc.
5. Ensure that supports, including training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained and fading of support is occurring. This includes the development of natural (unpaid) supports.
6. Support clients to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per [WAC 388-828](#).

**C. Individual Employment**

Where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee/Client's date of hire. At the end of the six-month period, if the client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval. If the County approves the continuation of long-term supports, where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

**D. 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.
3. Ensure billing of GSE service hours in line with DDA requirements outlined in the Program Implementation guide.

**E. Community Inclusion Services will:**

1. Focus on activities that are typically experienced by the general public. Support to participate in segregated 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 to pursue work and to receive employment support at any time.

## V. Additional Consumer Supports and Other Activities

Other allowable activities not tied to a specific client, or tied to clients under the age of 21 (not yet meeting age requirements outlined in [WAC 388-845-2110](#)) may be approved by the County. Approval for projects within the below categories will follow authorization procedures as outlined in the Program Implementation Guide within funds available and approved by the County.

- A. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.
- B. Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
- C. Other Activities.
  1. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search" – <https://www.projectsearch.us/>
  2. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
  3. Job Foundations- A pilot project designed to engage students ages 19-20 in targeted employment readiness activities in their second to last year of school. The contractor will complete a written Job Foundations report (<https://manuals.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Job%20Foundation%20Report.docx>) based on information gathered about the student's skills and interests and assessment of student performance. The report will include actionable next steps for the student's job search and will be completed in line with best practice guidelines available on the County Best Practices website: <https://www.dshs.wa.gov/dda/county-best-practices>. The contractor will engage in an average of 35 hours of employment support activities with or on behalf of the student until the student moves into job development.
  4. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Students in their last year of school may be eligible to receive a job foundations report if one was not completed in their second to last year.

## VI. Additional Provisions

- A. 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.
- B. Service levels proposed by the Contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).
- C. 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.
- D. 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.
- E. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.



- F. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses or benefits.
- G. 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.

**VII. 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 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://manuals.dshs.wa.gov/sites/default/files/DDA/dda/documents/AWA%20Billing%20Instructions.docx>.
- B. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

**VIII. Program Implementation Requirements**

The Developmental Disabilities Program Implementation Guide, Employment or Community Inclusion Services is incorporated by reference into the Scope of Work as presently adopted or subsequently amended and can be located at: <https://www.whatcomcounty.us/713/Public-Health-Contractor-Resources>

The purpose of the Program Implementation Guide is to detail implementation requirements including policy and procedure for Pathways to Employment and Community Inclusion services. Included by reference in the implementation guide are the following DSHS requirements which may also be found on the County Contractor's resource page:

- DSHS Data Security Agreement
- DSHS General Terms and Conditions
- DSHS/DDA Program Agreement for the current biennium.

**Exhibit B – Amendment #3**  
(COMPENSATION)

The source of funding for this contract, in an amount estimated not to exceed \$1,547,837 for this contract period (07/01/2023 – 06/30/2024), is the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA) and local DD Millage. Total compensation for the contract will depend 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](#); [388-828-9205](#), [388-828-9310](#)
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](mailto: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. Reimbursement Rates for Pathways to Employment and Community Inclusion Services

Service Type	Description	Unit Rate	Fund Source
A. Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> a month per client.	\$105/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 \$65/ hour for IE services. a. 31-40 hour= \$85/hour b. Additional reduction of \$5/hour for every 10-hour increment above 40. <b>Example:</b> 41-50 hours=\$80/hour; 51-60 hours=\$75/hour	Variable \$65-\$85/ 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	\$91/hour	DSHS/DDA
D. Community Inclusion	Individualized support in integrated community settings	\$61.36/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.

## III. Reimbursement Rates for Other Consumer Supports and Other Activities

Activities A-E authorized based on funding available and approved by the County

Activity	Description	Unit/Rate	Funding
A. Partnership Projects	Hourly consultation with school districts, families, employers to improve the transition of young adults from school to work and adult services. Not to exceed hours authorized by the County.	\$105/hour	DSHS/DDA
B. Staff training, Projects and other activities	Training, projects and activities as detailed in Section V., above, and approved in writing by the County, using exhibit B of the <a href="#">Program Implementation Guide</a> .	Reimbursement	DSHS/DDA Local funds not to exceed \$10,000
C. Job Foundation - Report	Payment upon completion and County approval of student Job Foundations Report. (Rate set by DSHS/DDA)	\$2,400 per County authorized student	DSHS/DDA
D. Job Foundation – Employment Outcome	Outcome payments for “High Acuity” students placed in competitive, integrated, individual 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	Rates set by DSHS DDA 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