

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202606005

Originating Department:	85 - Health
Division:	8550 - Human Services
Program:	855050 - Developmental Disabilities
Contract or Grant Administrator:	Jessica Lee
Contractor's / Agency Name:	Washington Initiative for Supported Employment

Type of contract:	Standard Contract for Services	
Is this a new contract ? Yes	If not, is this an amendment or renewal to an existing contract? Yes/No	If amendment or renewal (per W.C.C. 3.08.11(a)), original contract # :
Is this a grant agreement? No	If yes, grantor agency contract numbers:	ALN: <i>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</i>
Is this contract grant-funded ? Yes	If yes, Whatcom County grant contract number(s): 202507002	
Is this contract the result of an RFP or Bid Process ? RFP	If yes, RFP and Bid number(s): RFP 25-75	Federal reimbursement? No
Procurement Method:	Request for Proposal (RFP) - For services or technologically complex equipment such as comp	
Council review requirements & exemptions:	Required - Original Contract Under 75k Threshold, but Planned to Amend/extend above Thresl	

Fund:	1000	Original Contract Amount (if amendment) :	
Cost Center:	10008583	This Amendment Amount (if applicable):	
Object Account:	6610	Total Contract Amount:	\$59,500

Contract term ends: 06/30/2027

Contract routing (please initial & date):

Prepared by:	J. Lee 05/04/2026	Contractor signed:	7/1/2026
Contractor review:		Executive review:	 7/2/2026
Attorney signoff:	JCW 05/27/2026	Council approval, if necessary:	06/23/2026
AS Finance review:	DMK 06/01/2026		AB#: AB2026-483
IT review (if related):	n/a	Executive signed	7/2/2026



Memorandum

To: Whatcom County Executive Satpal Sidhu

From: Champ Thomaskutty, Director – Health and Community Services

Subject: Washington Initiative for Supported Employment (WISE) – Training and Technical Assistance Contract

Date: JUNE 4, 2026

Attached is a contract between Whatcom County and WISE for your review and signature.

- **Background and Purpose**

This contract provides funding for WISE to provide training and consultation to the County and local agencies who provide services to people with developmental disabilities (DD) that are related to improving employment outcomes and the inclusion of people with DD in their communities. WISE is a nationally recognized expert in the field of developmental disabilities. These services are intended to improve developmental disabilities service outcomes, build local capacity, and ensure fidelity to best practices.

RFP 25-75 was advertised in October 2025 and WISE was a successful respondent.

- **Funding Amount and Source**

Total funding for this contract, in an amount not to exceed \$59,500, is provided by Washington State Department of Social and Health Services, Developmental Disabilities Community Services (DDCS). These funds are included in the 2026 budget. Council authorization is required as total cumulative funding for this contract is expected to exceed \$75,000 in future renewals.

- **Differences from Previous Contracts**

This is a new contract; however, funding for these services has been provided to WISE in previous contracts since 2012. This contract includes no significant revisions from the contract ending on 06/30/2026 (WC Contract #202506001).

Please contact Amanda Burnett, Human Services Supervisor at 360-778-6069 or ABurnett@co.whatcom.wa.us if you have any questions or concerns regarding the terms of this agreement.

Encl.



Whatcom County Contract Number:

202606005

CONTRACT FOR SERVICES
Between Whatcom County and Washington Initiative for Supported Employment

Washington Initiative for Supported Employment, 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 12,
 Exhibit A (Scope of Work), pp. 13 to 14,
 Exhibit B (Compensation), pp. 15 to 17,
 Exhibit C (Certificate of Insurance),
 Exhibit D (Training & Technical Assistance Authorization Form).

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

The term of this Agreement shall commence on the 1st day of July, 2026, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2027.

The general purpose or objective of this Agreement is to provide training and technical assistance to local agencies who provide 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 shall not exceed \$59,500. The maximum consideration may be amended in accordance with Whatcom County Code and the terms and conditions set forth in this agreement. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The 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, 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 on: 7/2/2026

Each signatory below to this Contract warrants that they are the authorized agent of the respective party; and that they have the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

Washington Initiative for Supported Employment

16000 Christensen Road, Suite 308
 Tukwila, WA 98188

DocuSigned by:

 C52D71F95E514A7...

7/1/2026

Cesilee Coulson, Executive Director

Date

WHATCOM COUNTY:

Recommended for Approval:

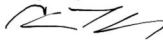
DocuSigned by:

2B365BB0422344A...

7/2/2026

Ann Beck, Community Health & Human Services Manager

Date

Signed by:

00C1A6EB3489428...

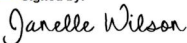
7/2/2026

Champ Thomaskutty, Director

Date

Whatcom County Health and Community Services

Approved as to form:

Signed by:

CE1A5BA5C36B438...

7/1/2026

Janelle C. Wilson, Civil Deputy Prosecutor

Date

Approved:

Accepted for Whatcom County:

DocuSigned by:

1192C7C18B664E3...

7/2/2026

By:

Satpal Singh Sidhu, Whatcom County Executive

Date

CONTRACTOR INFORMATION:

Washington Initiative for Supported Employment

16000 Christensen Road, Suite 308

Tukwila, WA 98188

206-788-0239

Cesilee@gowise.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:

The term of this Agreement shall commence and end on the dates specified on the first page of this Agreement unless terminated or extended as provided elsewhere in this Agreement.

Services and any materials provided by the Contractor prior to or after the term of this Agreement shall be performed or provided at the expense of the Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing.

10.2 Extension:

The term, consideration, and other conditions of this original Agreement may be extended upon mutual written agreement of the parties. Any such extension shall be documented in a written amendment signed by both parties and shall specify the revised term and any applicable modifications to this Agreement. Failure to extend or renew this Agreement shall result in expiration of the Agreement at the end of its current term.

10.3 Renewal:

Subject to applicable law, County priorities, Contractor performance, and the availability of appropriated funds, this Agreement may be renewed on an annual basis, upon mutual written agreement of the parties. Any renewal shall require affirmative written notice from the County of intent to renew, no later than thirty (30) days prior to the expiration of the then-current term. Each renewal shall extend the Term and shall incorporate and continue in full force and effect the consideration, scope of work, and all other conditions of this Agreement, including any amendments properly executed during the then-current term.

The renewal shall be effected by written amendment executed by the parties and shall specify the renewal period and any approved changes to the Agreement. The cumulative duration of this Agreement, including the initial term, any extensions, and all renewals, shall not exceed four (4) years from the effective date of the original agreement, unless otherwise authorized by the County.

Failure of the County to provide the required affirmative written notice of intent to renew within the time specified above, or failure to execute a renewal amendment shall result in expiration of the Agreement at the end of its current term.

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 terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon the Contractor's receipt of the notice given pursuant to section 37.2 of this Agreement. 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 in accordance with the provisions set forth in section 37.2 of this Agreement.

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 its 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. Any such approval must be set forth in a written amendment executed by both parties and shall identify the specific cost or expenses not previously included in this Agreement.

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 the 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 the 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 ten (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: (a) cure any failure or default, (b) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (c) 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 the 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:**

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (a) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (b) the supplying to the Contractor of work, services, materials, or supplies by the Contractor's employees or other suppliers in connection with or support of the performance of this Contract.

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's Administrative Officer. Subcontractors must comply with the terms and conditions of this Agreement.

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 and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If 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. The Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

The Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- b. The Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

31.3 Web Content Accessibility:

The Contractor will ensure that all public-facing deliverables provided under this contract that constitute web content – including, without limitation, reports, presentations, flyers, digital handouts, and website material) conform to Web Content Accessibility Guidelines (WCAG) 2.1 (or any later version adopted by the Contractor) at Levels A and AA, to the extent applicable under the U.S. Department of Justice Title II web and mobile accessibility rule, 28 C.F.R. § 35.200 et seq.

The County may request reasonable clarifications or supplemental evidence regarding conformance with the standard, as set forth above. The Contractor will respond to any such requests within ten (10) days from the date of request.

If at any time the County identifies accessibility defects that materially impede completion of core tasks by its residents, the Contractor shall remediate those defects at no additional cost and re-present the affected deliverables for acceptance within a reasonable timeline.

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. The Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information.

The Contractor shall report any known or suspected unauthorized access, acquisition, or disclosure of County data or personal information ("Data Breach") to the County within forty-eight (48) hours of discovery, in accordance with RCW 19.255 and RCW 42.56.590. Such notice shall include, to the extent known, the nature of the Data Breach, the data affected, and any actions taken or planned to mitigate harm.

The 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 the Contractor's breach of this provision, including failures to maintain confidentiality or to timely report a Data Breach.

The Contractor shall fully cooperate with the County in any investigation, litigation, administrative proceeding, or audit relating to a Data Breach or alleged breach of this Agreement, including providing records, affidavits, or testimony in a timely manner, and complying with any litigation or document preservation holds issued by the County or a court of competent jurisdiction.

The Contractor shall bear all costs associated with investigating, mitigating, and remediating a Data Breach, including notification of affected individuals and agencies, unless otherwise directed by the County.

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. The 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 Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

The Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If the Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on the Contractor's and the Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. The Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to the Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage

dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. The Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of the Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all of the Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees that the Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

- 34.3 **Defense & Indemnity Agreement.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: a) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or b) directly or indirectly arise out of or occur in connection with performance of this Contract or c) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of the Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees that all of Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

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 (including gender identity), 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 (including gender identity), age, marital status, disability, political affiliation, 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 (including gender identity), 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 (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/their receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

The Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, the 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 the 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, Program Specialist

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (a) given in writing, and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health and Community Services
Jessica Lee, Program Specialist
509 Girard Street
Bellingham, WA 98225
JLLee@co.whatcom.wa.us

Washington Initiative for Supported Employment
Cesilee Coulson, Executive Director
16000 Christensen Road, Suite 212
Tukwila, WA 98188
Cesilee@gowise.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, by signing this contract, the Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, by signing this contract, the Contractor further certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees and certifies, by initialing below and executing this Agreement, that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. The Contractor shall immediately notify Whatcom County if, during the term of this Contract, the Contractor becomes debarred. The Contractor further agrees to provide immediate written notice to the County if, at any time during the term of this Agreement, they learn that their certification was erroneous when made or has become erroneous by reason of changed circumstances.

38.3 Federal Employment Verification:

Where required by federal law, including contracts containing the Federal Acquisition Regulation (FAR) E-Verify clause (48 C.F.R. 52.222-54), Contractor shall comply with all applicable federal employment eligibility verification requirements.

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 modification or amendment to this Agreement shall be valid and binding only through written agreement signed by both parties and executed by duly authorized representatives of both parties, and, for the County, approved by governing authority or county policy. No amendment shall be effective unless such approval has been obtained and the amendment has been fully executed.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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 (a) any act or failure to act by the Administrative Officer or the County, or (b) 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. The 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:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

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, 34.3, 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 and Purpose

The Whatcom County Developmental Disabilities Program coordinates with a variety of community agencies who provide services to people with developmental disabilities. These agencies require ongoing support and training to enhance or maintain quality of services. The intent of training and technical assistance is to enhance services, programs, service outcomes, and contract compliance.

II. Statement of Work

The Contractor will provide training, technical assistance and consultation to Whatcom County staff, County contracted service providers, school districts, and community members, as described below or otherwise authorized by the Whatcom County Health and Community Services Developmental Disabilities Program. TA will promote best practices in Supported Employment, Inclusion and transition from school to adult services. Training and technical assistance activities will be pre-approved in writing by the Administrative Officer using the Training & Technical Assistance Authorization Form (Exhibit D). Training event topics will be identified and requested throughout the contract period.

Training and technical assistance (TA) will be provided in the following ways, as directed by the County:

- a. One-on-one TA to school district staff related to best practices in school to work transition. TA requests from school districts will be authorized through the completion of the authorization form.
- b. One-on-one assistance to County contracted service providers related to best practices in supported employment and community inclusion. Includes Individualized Technical Assistance related to specific clients, as well as TA related to program and service development, improvement and implementation. TA requests from contractors will be authorized through the completion of the authorization form.
- c. TA to the County and contracted providers related to developing and implementing Countywide employer engagement and hiring initiatives
- d. TA to the County and community partners related to developing Countywide initiatives designed to increase the inclusion of people with DD in their communities.
- e. Training events for County contracted service providers, community members, school districts, individuals/family members with developmental disabilities, and other organizations as directed and authorized by the County. This may include the following tasks:
 1. Identify Contractor staff or subcontractors who are qualified to present on topics specified by the County.
 2. Assist the County in conducting outreach to individuals and organizations who would benefit from information and training.
 3. Copy training materials as needed, develop training agenda and send out training announcement.
 4. Maintain registration information by compiling a list of the names of individuals registered for training and the agency or organization that they represent.
 5. Attend the training to monitor registration, provide materials and ensure necessary equipment is available.
 6. Distribute and collect evaluations of the training event and send copies to the County.
 7. Pay for room rentals and equipment, as needed.
 8. Pay for consultants to include presentation fee, accommodations and travel expenses.
 9. Providing participants with certificates of completion.

- f. Make available, contractor developed and publicly advertised, on-line webinars and in person training to Whatcom County providers and community members. Examples include the annual state-wide Community Summit and the [Washington Online Academy 100](#) and [200](#) series.
- g. Provide consultation to Whatcom County Program staff as directed. Consultation activities may include professional consultation with regard to program development, community assessment, planning activities, community information, and capacity building.

III. Program Requirements

- a. The Contractor shall designate a key staff member to be responsible for coordinating authorized training and TA activities and to act as a liaison with County staff.
- b. The Contractor shall develop and maintain a list of TA resources for potential use by the County, including training offered directly by the Contractor.
- c. The Contractor shall work in cooperation with other counties as needed to coordinate and provide training opportunities.
- d. The Contractor will provide training materials as requested by the County.
- e. The Contractor's employees, subcontractors and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830 – 845, RCW 74.15.030 will have a background criminal history clearance completed every three years. If the Contractor reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable clients, as defined in RCW Chapter 74.34, then the County shall deny payment for any subsequent services rendered by the disqualified individual. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- f. A copy of the Disability Rights of Washington (DRW) Access Agreement with DDA is available at <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>. The Contractor shall review the Access Agreement. The Agreement covers DRW's access to individuals with developmental disabilities, clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDD contracted services.

IV. Additional Requirements

Per the Washington State Department of Social & Health Services, the Contractor must comply with the following Applicable Laws and Washington State Requirements:

- a. The Contractor must ensure compliance with the Department of Social Health and Human Services (DSHS) General Terms and Conditions which is incorporated by reference. A copy of the general terms and conditions is posted on the County Health and Community Services contractor resources page. <https://www.whatcomcounty.us/713/Public-Health-Contractor-Resources>.
- b. The subcontractor shall abide by the requirements of Governor's Directive 22-03 and all subsequent amendments. By signature to this Contract, the Contractor certifies that they are not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine.
- c. The contractor must ensure the security of Confidential Information when transporting client records containing confidential information outside of a secure area in line with the DSHS data security agreement, incorporated by reference. A copy of the Data Security agreement may be found on the County Health and Community Services contractor resources page. <https://www.whatcomcounty.us/713/Public-Health-Contractor-Resources>

EXHIBIT "B"
(COMPENSATION)

Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed \$59,500 is the Washington State Department of Social & Health Services, Developmental Disabilities Community Services. The budget for this contract is as follows:

Cost Description	³ Rates & Documents Required with Each Invoice	Budget
¹ Training & Technical Assistance (TA) to County Contractors, staff and community members (includes sales tax, specific to the location in which training occurs, applied to live presentations as described in ESSB 5814)	• \$140-\$175/hour based on staff assigned – See staff rate schedule below. Travel time from the Contractor's office may be billed at the above hourly rate. Time must be billed by quarter hours. • Documentation to include brief description of activities, date/hours/location of service and staff rate/hour	\$50,000
¹ Individual Technical Assistance (ITA) for specific DDCCS eligible clients authorized by the County	\$165/hour with other costs approved per the documentation requirements specified above	
¹ Subcontracted Services	• Reimbursement as <u>pre-authorized</u> • See Exhibit B.1 (6.c and 6.d) • May include a 15% processing fee	
Contractor sponsored and publicly ² available training/conferences (for Whatcom County contractors and community members as <u>pre-approved</u> by the County.)	Reimbursement at publicly advertised registration rates. Reimbursement requests for registration expenses must be accompanied by receipts or paid invoices [see Exhibit B.1 (6.d)].	\$6,000
Training materials, supplies and rental costs	Reimbursement as <u>pre-authorized</u>	\$500
Travel and Accommodation Costs	See Exhibit B.1 (6.c and 6.d)	\$3,000
TOTAL		\$59,500

- ¹ Includes sales tax, specific to the location in which training occurs, applied to live presentations as described in ESSB 5814).
- ² Documentation related to reimbursement for publicly available training will include a list of Whatcom County participants.

² Staff Rate Schedule		
Tier	Staff Type	Rate/Hour
1	Program Support	\$140
2	Professional Services	\$165
3	Directors	\$175

³ Staff rates may not increase during the contract period (07/01/2026 – 06/30/2027)

Contractor's Invoicing Contact Information:	
Name	Cesilee Coulson
Phone	206-343-0881
Email	cesilee@gowise.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT “B.1” – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the line item budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor’s federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to:
HL-BusinessOffice@co.whatcom.wa.us and JLLee@co.whatcom.wa.us
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County’s request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. 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.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. 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.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- ☐ Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and JLLee@co.whatcom.wa.us
- ☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- ☐ invoices 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.**
- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- ☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Issue Date 6/9/2026

Cert #:0000025860



NON PROFIT INSURANCE PROGRAM

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, 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).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	GENERAL LIABILITY: NPIP / Munich Re. et al. AUTOMOBILE LIABILITY NPIP / Munich Re. et al. PROPERTY NPIP / Munich Re. et al. CRIME NPIP / Munich Re. et al. WRONGFUL ACT LIABILITY NPIP / Munich Re. et al. MISCELLANEOUS NPIP / Munich Re. et al. PROFESSIONAL LIABILITY
COVERED PARTY	
WA Initiative for Supported Employment dba WISE 16000 Christensen Road, #308 Tukwila, WA 98188	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER 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 COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP262735165	6/1/2026	6/1/2027	PER OCCURRENCE	\$5,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$10,000,000
MEMBER DEDUCTIBLE: \$0				PRODUCT-COMP/OP	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PERSONAL & ADV. INJURY	\$5,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP262735165	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
COMMERCIAL PROPERTY	NPIP262735165	6/1/2026	6/1/2027	ALL RISK PER OCC EXCL EQ & FL *BLANKET LIMIT (IF APPLICABLE)	\$150,000,000 N/A
*BLANKET LIMIT, IF SHOWN, IS APPLICABLE TO ALL LOCATIONS STATED AS BLANKET LIMIT ON THE STATEMENT OF VALUES ON FILE WITH THE COMPANY.				EARTHQUAKE PER OCC	Excluded
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
CRIME					
COMMERCIAL CRIME	NPIP262735165	6/1/2026	6/1/2027	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$5,000,000
(CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
WRONGFUL ACT LIABILITY (INCLUDES E&O / D&O)					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP262735165	6/1/2026	6/1/2027	PER CLAIM	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000				PER MEMBER AGGREGATE	\$5,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
MISCELLANEOUS PROFESSIONAL LIABILITY					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP262735165	6/1/2026	6/1/2027	PER CLAIM	\$5,000,000
				PER MEMBER AGGREGATE	\$5,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$40,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

Issue Date 6/9/2026

Cert #:0000025860

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Training and Technical Assistance Contract. Contract Number: 202606005. Whatcom County is named as Additional Covered Party as respects General Liability regarding this contract only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
--------------------	---------------------------

Attn: Jennifer Hawes Whatcom County 509 Girard Street Bellingham, WA 98225	
---	--

Coverage#: NPIP262735165
Cert #:0000025860

Effective Date: 6/1/2026
Issue Date 6/9/2026

ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional Covered Party):

Whatcom County
509 Girard Street
Bellingham, WA 98225

Description of Activities / Operations / Designated Premises:

Regarding Training and Technical Assistance Contract. Contract Number: 202606005. Whatcom County is named as Additional Covered Party as respects General Liability regarding this contract only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

With respect to coverage under the General Liability Coverage Part (including Products/Completed Operations):

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract, written agreement, or permit must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract, written agreement, or permit terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- (1) The additional **Covered Party** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged

EXHIBIT "D"

(Training & Technical Assistance Authorization Form)

Type of Request:

- ☐ Professional Development (BARS .31) ☐ Technical Assistance (BARS .31)
- ☐ Community Information (BARS .41) ☐ Partnership Projects with Districts (Bars .94)

Name of Organization benefiting from training, technical assistance or another program support:**Description and purpose:****Proposed dates or timelines****What outcome are the proposed investments designed to achieve?****Name and purpose of subcontractor, if applicable:****Estimated costs:**

Type of cost	Description	Documentation	Total \$
Staff costs		Date and hours of service	
Equipment, materials or other direct costs		Reimbursement	
Subcontractor fees		Reimbursement	
Brokerage fees @15% applied to subcontractor costs		Reimbursement	
Sales tax as applicable		Applied to Costs	
Travel and accommodations	Reimbursed at U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov)	Dates, location, purpose	
Subtotal			

Signed by: _____ Date: _____

Whatcom County Program Specialist