

CONTRACT # 2012-DD-24 .1

**MODIFICATION OF CONTRACT
BETWEEN CLARK COUNTY
AND**

EDUCATIONAL SERVICE DISTRICT 112

**2500 NE 65th Avenue
Vancouver, Washington 98661**

THE CONTRACT between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and Educational Service District 112, hereinafter referred to as the Contractor, is hereby modified as follows:

WITNESSETH:

WHEREAS, the parties entered into a Contract for the period of July 1, 2011 through July 31, 2013 for Early Intervention Services in Natural Environments; and

WHEREAS, the County has budgeted for these programs through Fund 1953; and

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS.

- A. Increase the budget for Early Intervention Services in Natural Environments for the period of 7/1/11 through 6/30/12 by \$23,130 from \$83,000 to \$106,130.
- B. In the Budget Summary the Training and Travel budget is increased \$750 from \$500 to \$1,250.
- C. The Total Budget Authority for the Contract increases \$23,880 from \$167,000 to \$190,880.
- D. In the Special Terms and Conditions, delete item #2 Assignment of Medicaid

Billing Rights.

- E. **Exhibit A of the original Contract, Contractor Travel and Reimbursement Policy, is replaced by the new Exhibit A attached.**

All changes are noted in Bold.

These modifications do not alter nor nullify any of the remaining provisions of the original Statement of Work.

II. REASONS FOR MODIFICATIONS

There is a need for this Contractor to be able to provide more services for Early Intervention Services in Natural Environments. Training and Travel funds are increased to support the Contractor in attending the 2012 Infant and Early Childhood Conference. We do not require Early Intervention contractors to assign their Medicaid billing rights. To clarify the Contractor Travel and Reimbursement Policy.

III. ENTIRE CONTRACT

This modification incorporates the original Contract and statements of work by reference. The parties agree that the original Contract, previous modification and this modification are the complete expressions of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modification does not constitute a waiver of the provisions of this modification.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Contract to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

Bill Barron
Bill Barron, County Administrator

J. Barnes
Signature

5/1/12
Date

Superintendent
Title

APPROVAL AS TO FORM ONLY:

4/26/12
Date

Charles H. Hove
Deputy Prosecuting Attorney

CONTRACT #2012-DD-24.1
BUDGET SUMMARY
EDUCATION SERVICE DISTRICT 112
July 1, 2011 - June 30, 2013

Service Category	Payment	Revenue Source	BARS	Program Code / Reporting Category	Budget 7/1/11 - 6/30/12	Budget 7/1/12 - 6/30/13
Early-Intervention Services in Natural Environments	Fee-for-Service	DDD	568.61	772 / 019478	\$106,130	\$83,000
		DD Property Taxes	568.111	772 / 019465		
			568.31			
Training & Travel	Cost Reimbursement				\$1,250	\$500
BUDGET PERIOD TOTALS					\$107,380	\$83,500
TOTAL					\$190,880	

**SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM
JULY 2011**

1. **APPLICABLE REGULATIONS**

The Contractor shall comply with the Revised Code of Washington (RCW), Washington Administrative Code (WAC), and all applicable federal, state, and local laws and regulations.

2. **Deleted by this Contract Modification (#2012-DD-24.1) See Modifications D above.**

3. **CONTRACT NUMBER**

The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

4. **CUSTOMER CONFIDENTIALITY**

The Contractor shall maintain each customer's personal information in accordance with state and federal regulations regarding confidentiality. This includes ensuring that all information on supported customers is maintained in a secure and confidential manner, that files and other records shall not be left in areas of unrestricted access but kept in secure areas and in locked cabinets when not in use and not secured by staff presence. The Contractor will take reasonable steps to protect personal information in all oral and electronic communication. The use or disclosure of any information concerning a customer who is receiving services under this Contract for any purpose not directly connected with the administration of the Contractor's or the County's responsibilities, with respect to services provided under this Contract, is prohibited except by written consent of the customer or their legal representative. The Contractor shall have a policy and procedure for meeting this obligation.

The Contractor shall have internal policies and procedures related to the privacy and the security of Protected Health Information (PHI) in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies compliance with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA), 42 CFR Part 2, and state privacy regulations.

EXHIBIT A**CONTRACTOR TRAVEL REIMBURSEMENT POLICY**

- I. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.⁽¹⁾
 - A. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing IRS rate per mile from the employee's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.
 - B. Actual costs of hotel or motel accommodations at single occupancy rates up to the per diem maximum lodging rate for the applicable locality established by the U.S. General Services Administration⁽²⁾. The maximum lodging rate is exclusive of lodging taxes.
 - C. Meals and incidental expenses (M&IE) at the per diem rates for each locality as established by the U.S. General Services Administration⁽²⁾.
 - D. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the contractor while on official business. Examples of these costs are business related phone calls, registration fees and fax transmissions.
- II. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.
- III. Travel and expense reimbursements must be submitted in accordance with Section I with supporting documentation for days of travel and include receipts for expenses that are reimbursed at actual cost. The Contractor will be required to state, on the invoice, departure time for the first day of the trip and the return time on last day of the trip (or both for a one day trip).⁽³⁾
- IV. Definitions for M&IE
 - A. Meals. Expenses for breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons).
 - B. Incidental expenses. Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards, or stewardesses and others on ships, and hotel servants in

foreign countries; and, transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the lodging or business site.

- (1) Federal Travel Regulations are available at the GSA website, www.gsa.gov/federaltravelregulation. Domestic per diem locality rates may be accessed from the section on Travel and Per Diem at <http://www.gsa.gov/perdiem>. Do not use this site for the mileage reimbursement rates. The Department of Community Services uses the IRS published mileage reimbursement rates.
- (2) The per diem locality rate for Vancouver, WA, is up to \$113 plus taxes for lodging and \$56 for M&IE (meals and incidental expenses).
- (3) M&IE per diem calculation based on County Policy. To calculate the M&IE per diem on travel days, use the chart below. On the first day of travel, the "Departure Before" time refers to the time the Contractor departs home or office to travel to Vancouver or final destination for trip. The "Return After" time refers to the time the Contractor arrives back at the place of departure.

Departure Before	Return After	Percent of Per Diem
7 am	10 am	25%
11 am	2 pm	30%
5 pm	7 pm	45%