

**MODIFICATION #3
CONTRACT #2016-DD-24**

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

EDUCATIONAL SERVICE DISTRICT #112

2500 NE 65th Avenue, Vancouver, WA 98685


Program:	Early Intervention Services
Contract Period:	July 1, 2015 through June 30, 2017
Budget for the Period 07/01/16 – 06/30/17:	\$145,710.40
Revised Total Contract Amount:	\$278,564.00
Funding Sources (RT):	Fund 1953 State DDA and DD Property Tax
DUNS Number:	091293175

CONTRACTOR CONTACT	COUNTY CONTACT
Carol Hall 360-952-3514 carol.hall@esd112.org	Kristin Wade 360-397-2075 x 7830 kristin.wade@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the “County,” and Educational Service District #112, hereinafter referred to as the “Contractor,” agree to the terms of this Contract modification as well as the County’s General Terms and Conditions which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the County’s General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:


FOR EDUCATIONAL SERVICE DISTRICT #112:

DocuSigned by:

 4/5/2017
EB5426E8B9EA42C
 Mark McCauley, County Manager

DocuSigned by:

 4/5/2017
B3237BB86B7C4A8
 Tim Merlino, CEO

APPROVED AS TO FORM:

DocuSigned by:

 4/5/2017
F6B2CB11526542F...
 Amanda Migchelbrink
 Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2016-DD-24.3
EDUCATIONAL SERVICE DISTRICT #112

Contract Period
July 1, 2016 through June 30, 2017

SERVICE CATEGORY	PAYMENT	REVENUE SOURCE	BARS CODE	BUDGET
Early Intervention Services	Monthly Case Rate	DDA/DD Property Taxes	568.61	\$145,710.40

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract (12-months) 07/01/15 – 06/30/16	\$84,854.88	\$84,854.88
Amendment #1 Add funds	\$47,998.72	\$132,853.60
Amendment #2 12-month contract extension: 07/01/16 – 06/30/17	\$102,854.40	\$235,708.00
Amendment #3 Add funds	\$42,856.00	\$278,564.00

2. MODIFICATIONS

- 2.1. The budget for the period 07/01/16 through 06/30/17 is increased by **\$42,856.00** from \$102,854.40 to **\$145,710.40**. The increase is to allow for additional early intervention services defined in Statement of Work #1.
- 2.2. The total contract amount is thereby increased by **\$42,856.00**, from \$235,708.00 to **\$278,564.00**.
- 2.3. All other terms and conditions of the original contract, as amended, remain the same.

3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in the contract, any modifications 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 modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

Certificate Of Completion

Envelope Id: 42D26B4F38C8440389ABFF99D87B6DCF	Status: Completed
Subject: Please DocuSign this contract modification 2016-DD-24.3 with Educational Service District #112	
Source Envelope:	
Document Pages: 4	Signatures: 3
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Jay Carstens
Envelopeld Stamping: Enabled	1300 Franklin St
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Vancouver, WA 98660
	jay.carstens@clark.wa.gov
	IP Address: 64.4.182.194

Record Tracking

Status: Original	Holder: Jay Carstens	Location: DocuSign
4/4/2017 2:28:32 PM	jay.carstens@clark.wa.gov	

Signer Events

Amanda Migchelbrink
 amanda.migchelbrink@clark.wa.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F6B2CB11526542F...

Timestamp

Sent: 4/4/2017 4:13:05 PM
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 Signed: 4/5/2017 8:09:46 AM

Using IP Address: 64.4.182.160

Electronic Record and Signature Disclosure:
 Accepted: 4/5/2017 8:07:49 AM
 ID: 3e1daf3a-f97c-4863-a244-d0a459423693

Tim Merlino
 Tim.merlino@esd112.org
 Security Level: Email, Account Authentication (None)

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 B3237BB86B7C4A8...

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Using IP Address: 107.77.205.218
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 4/5/2017 8:10:29 AM
 ID: afc8b205-c50e-44cd-914a-abd9f8954216

Tina Redline
 tina.redline@clark.wa.gov
 Office Supervisor
 Clark County, WA
 Security Level: Email, Account Authentication (None)

Completed

Sent: 4/5/2017 8:10:54 AM
 Viewed: 4/5/2017 8:12:01 AM
 Signed: 4/5/2017 8:12:33 AM

Using IP Address: 64.4.181.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Mark McCauley
 mark.mccauley@clark.wa.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 FB5426E8B9FA42C...

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Using IP Address: 64.4.191.130

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Janet Snook janet.snook@clark.wa.gov oa dcs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 4/5/2017 8:59:12 AM Viewed: 4/5/2017 9:00:34 AM
Lynn Mueller lynn.mueller@clark.wa.gov Senior Management Analyst Clark County Department of Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 4/5/2017 8:59:14 AM
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/5/2017 8:59:14 AM
Certified Delivered	Security Checked	4/5/2017 8:59:14 AM
Signing Complete	Security Checked	4/5/2017 8:59:14 AM
Completed	Security Checked	4/5/2017 8:59:14 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.