



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Anna McEnery, DD & BH Coordinator

DATE: *October 7, 2024*

SUBJECT: Agenda Item – Professional Services Agreement – with Concerned Citizens; to provide Early Intervention Services for Children - Birth to Three; \$32,225.00

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement with Concerned Citizens; to provide Early Intervention Services to children, aged birth to three years; who experience a developmental delay; in Jefferson County, Washington, September 20, 2023 – June 30, 2025; \$32,225.00.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

The Professional Services Agreement with Concerned Citizens; is to provide therapeutic services for Jefferson County children, aged birth to three years, who experience developmental delays.

This Professional Services Agreement is the result of an RFQ process; Jefferson County Public Health, Developmental Disabilities Division and the Jefferson County Developmental Disabilities Advisory Board, recommends funding this agreement.

FISCAL IMPACT/COST BENEFIT ANALYSIS :

Funding for the Professional Services Agreement with Concerned Citizens is through DSHS, Developmental Disabilities Administration, under Child Development Services in the County I/DD Program budget.

RECOMMENDATION:

Jefferson County Public Health, the Developmental Disabilities Division, requests approval of the Professional Services Agreement with Concerned Citizens; to provide Early Intervention Services; September 20, 2023 – June 30, 2025; \$32,225.00.

REVIEWED BY:


Mark McCauley, County Administrator

9/20/24
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Concerned Citizens

Contract No: DD-24-036

Contract For: Early Intervention Services - B-3

Term: September 20, 2023-June 30, 2025

COUNTY DEPARTMENT: Jefferson County Public Health- DD Program

Contact Person: Anna McEnery

Contact Phone: 360-385-9410

Contact email: amcenery@co.jefferson.wa.us

AMOUNT: \$32,250.00

Revenue:

Expenditure: \$32,250.00

Matching Funds Required:

Sources(s) of Matching Funds

Fund # PH fund #127

Munis Org/Obj DD- 12768061

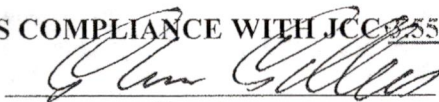
PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☒ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC § 55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

Aug. 29, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

Aug. 29, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/12/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/12/2024.

State subcontractor PSA contract and could not change other than adding the Public Records Act language. Thank you for adding the language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**SUBCONTRACT FOR PROFESSIONAL SERVICES
EARLY INTERVENTION**

**Agreement Between
JEFFERSON COUNTY PUBLIC HEALTH
And
CONCERNED CITIZENS**

This agreement is made and entered into between Jefferson County Public Health (COUNTY) and Concerned Citizens (SUBCONTRACTOR) for provision of educational and therapeutic services for Jefferson County children age birth to three years and their families. The term of this agreement is September 20, 2023 through June 30, 2025. Either party upon 60 days written notice may terminate this contract. Termination of this Contract shall not constitute a breach.

**It is Agreed Between Both Parties as Named
Herein as Follows:**

A. PROFESSIONAL SERVICES

Upon written request by COUNTY Developmental Disabilities Coordinator or a COUNTY authorized Family Resource Coordinator (FRC), professional services to be provided by SUBCONTRACTOR shall include:

- 1) Multi-disciplinary Evaluation and Assessment of children age birth to 2 years 8 months of age that are suspected of having a developmental delay or disability. The evaluation tools and procedures selected will conform to WAC 275-27-026 requirements.
- 2) Individualized Family Service Plans (IFSP) developed in collaboration with the family and other providers. SUBCONTRACTOR and the family will write the IFSP jointly on approved forms.
- 3) Evaluation and documentation of funding sources available for intervention services, both educational and therapeutic services will be specified in the IFSP. Potential funding sources to be evaluated include private insurance, military health benefits, Medicaid/Apple Health, OSPI, and other public or private sources.
- 4) IFSP will contain parent planning priorities/outcomes and child outcomes.
- 5) Specialized Services (developmental, corrective, and other services) to assist infants and toddlers to achieve developmental goals as specified in the IFSP, which may include, occupational therapy, physical therapy, speech-language therapy, and specialized instruction/education.
- 6) Specialized Services will be provided to the maximum extent appropriate in natural environments, including the home and community settings in which children without disabilities participate.
- 7) Program management.

B. OBLIGATIONS

SUBCONTRACTOR shall fulfill the following obligations:

- 1) SUBCONTRACTOR shall comply with all state and federal requirements regarding the confidentiality of Client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 requires a signed Release of Information or a signed Oath of Confidentiality Form.
- 2) SUBCONTRACTOR is required to assure that each employee has a current (within three years) DSHS background check in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Any prospective employee or volunteer who will or may have unsupervised access to a vulnerable person with a developmental disability in the course of his or her employment, or involvement with the business or organization, must have a background/criminal history clearance before they have unsupervised access. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- 3) If SUBCONTRACTOR reviews the application and 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 adults as defined in Chapter RCW 74.15.030, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider.
- 4) SUBCONTRACTOR is required pursuant to Chapter RCW 74.15.030, that if any prospective employee who has not resided in Washington State during the last three years, and who will or may have unsupervised access to a vulnerable person with a developmental disability in the course of his or her employment, or involvement with the business or organization, must have an F.B.I. Fingerprint Check before they have unsupervised access and before prospective employer begins working. The DSHS Background Check Central Unit (BCCU) or DEL background check must be utilized to obtain background clearance.
- 5) SUBCONTRACTOR is required to repeat the background/criminal history clearance for all employees or volunteers who will or may have unsupervised access to a vulnerable person with a developmental disability in the course of his or her employment, or involvement with the business or organization, every three years. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance in accordance with RCW 43.43.830-845, RCW 74.15.030 and Chapter 388-06 WAC.
- 6) SUBCONTRACTOR shall comply, as mandated reporters under RCW 74.34.020 (11), with all state and federal requirements under RCW 74.34.035, .040 Abuse and neglect of Vulnerable Adults; RCW 26.44, Abuse of Children; the WACs: 275-26 Division of Developmental Disabilities Services Rules; 296-24 General Safety & Health; 296-62 General Occupational Health Standards; WACs: 388-828 Developmental Disabilities Administration, (DDA) Assessment; 388-845 Home and Community Based Waivers; Definitions 0001; Criteria for HCBS Services 0030; Basic Waiver Services 0200; Basic Plus Waiver Services 0210; Core Waiver Services 0215.
- 7) SUBCONTRACTOR shall comply with the following Developmental Disabilities Administration, (DDA) Policies that apply: 3.01 Client Service Plans; 5.01 Criminal History Background Checks and Safeguarding Personal Information; 5.02 Necessary Supplemental Accommodation (NSA); 5.03 Client Complaints; 5.05 Limited English Proficiency (LEP) Clients; 5.06 Client Rights; 5.13 Protections From Abuse; 5.14 Positive Behavior Support; 5.15 Use of Restrictive Procedures; 6.08 Mandatory Reporting Requirements for Employment and Day Program Services Providers; 6.13 Employment/Day Program Provider Qualifications; 9.07 Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS); 12.01 Incident Management; 13.04 DRW Access Agreement, and the 1992 County Guidelines.

- 8) The COUNTY staff who performs on-site evaluations of SUBCONTRACTOR, will promptly report to DSHS per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting*, if:
 - (a) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,
 - (b) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.
- 9) SUBCONTRACTOR shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":
 - (a) WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - (b) Criteria for Evaluation;
- 10) SUBCONTRACTOR shall meet the definition of *Quality Assurance*, by adherence to all Program Agreement requirements and reasonably expected levels of performance, quality, and practice by adherence to:
 - DDA Policy 6.13, *Employment/Day Program Provider Qualifications*, <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>;
 - County Guide to Achieve Developmental Disability Administration's Guiding Values
- 11) The DRW Access Agreement with DDA, assures that the COUNTY and SUBCONTRACTORS have reviewed the Access Agreement. The Access Agreement covers DRW's access to individuals with developmental disabilities, to clients, to programs and records, to outreach activities, to authority to investigate allegations of abuse, neglect, and other miscellaneous matters, and it is binding for all providers of DDA contracted services.
- 12) SUBCONTRACTOR shall have written policies regarding; sexual harassment and non-discrimination (said policies must guarantee human/civil rights), a person's right to privacy, safeguarding personal information abuse of participants, agency medication procedure, respectful staff-to-participant interactions, (i.e.: including a person's right to be treated with dignity and respect and free of abuse).
- 13) SUBCONTRACTOR shall assure that participants in accordance with Necessary Supplemental Accommodation (NSA), Policy 5.02, have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, shall assure that the participant's family, guardian or advocate is also informed.
- 14) SUBCONTRACTOR shall have a grievance policy that:
 - negotiates conflicts and advises participants of grievance procedures,
 - is explained to participants and others in accordance with the NSA, DDA Policy 5.02,
 - prohibits retaliation for using the grievance process,
 - includes a non-retaliation statement,
 - assure that advocates are available and encourages participants to bring advocates to help negotiate,
 - includes a mediation process that promotes the use of someone who is unaffected by the outcome if conflicts, remain unresolved (a DDA Case Resource Manager may be included as an alternative option) & includes a process for tracking and reporting grievances.
- 15) SUBCONTRACTOR shall obtain and retain in the clients' files signed proof of client's and/or family's review of all policies, provider expectation and receipt of information about services and benefits to be provided by the program. The signed proof required by this section shall be reviewed and renewed with new documentation on not less than an annual basis.

- 16) SUBCONTRACTOR will encourage participant involvement in policy development.
- 17) Has assurance that potential conflict of interest real or apparent, will not arise. Such a conflict will arise when: The employee, officer or agent, any member of immediate family, Guardian / decision maker, or an organization which employs, or is about to employ, any of the above, has financial or other interest in the client(s).
- 18) SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.
- 19) All services for persons with developmental disabilities must be provided with attention to their health and safety. SUBCONTRACTOR shall comply with all applicable federal, state and local fire, health, and safety regulations.
- 20) SUBCONTRACTOR shall track and analyze incident reports for potential trends and patterns.
- 21) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.
- 22) The COUNTY and all SUBCONTRACTORS are mandated reporters under RCW 74.34.020(11). All parties must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 and must adhere to DDA Policy, 6.08 Mandatory Reporting Requirements for Employment and Day Program Service Providers. *All service provider employees, contractors, and volunteers are mandatory reporters and must report every incident of observed, reported, or suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment and/or mistreatment of clients.*
- 23) If SUBCONTRACTOR is found to have a substantiated finding of abuse, neglect, abandonment or financial exploitation they shall comply with the following CPS guidelines:
 - Upon receiving documentation of a substantiated finding of abuse, neglect, exploitation or abandonment from CPS, the Regional DDA office will send a copy of the CPS substantiation report to the COUNTY within one working day.
 - Upon receiving documentation of a substantiated finding of abuse, the COUNTY will send a letter to the SUBCONTRACTOR within one working day.
 1. The contracted provider is required to:
 - a. Document the steps the agency has taken to protect the vulnerable person(s) immediately; and
 - b. Submit a corrective action plan, if needed, to the COUNTY within 10 working days.
 2. The COUNTY will respond to the steps taken and the sufficiency of the proposed corrective action plan within 10 working days. If the corrective action is not accepted the plan will be returned to the provider for correction and an amended plan will be required within 5 working days.
 3. Once accepted, the COUNTY will send the corrective action plan to DDA for final approval. DDA Regional staff will respond as to plan sufficiency and whether any additional information is needed within 10 working days. The Region will send a copy to Central Office.
- 24) SUBCONTRACTOR is required to maintain the following minimum organizational capacity in order to meet the performance standards set forth in this agreement. Failure or inability of SUBCONTRACTOR to meet any or all of these minimum capacity requirements, as determined solely by COUNTY, may be cause for termination of this agreement as provided herein.

- (a) Qualified Staff: Adequate, qualified staff with certification, skills and experience in evaluation, teaching, therapeutic services and support of infants and toddlers with developmental disabilities. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications upon request.
 - (b) Performance Plan: SUBCONTRACTOR has a written performance plan which describes its mission, program objectives, expected outcomes, how and when objectives will be accomplished; and that the plan is evaluated at least biennially and revised based on actual performance.
 - (c) Participants: SUBCONTRACTOR has a commitment to support integration of infants and toddlers with developmental disabilities with others who do not have a disability and has involved family members of infants and toddlers with developmental disabilities in policy development.
 - (d) Partnerships: SUBCONTRACTOR has a history of working cooperatively with community-based organizations including other Agencies, Early Support for Infants and Toddlers (ESIT), the Lead Agency for ESIT, the County DD Program, the Developmental Disabilities Administration and other School Districts.
 - (e) Financial and Program Management: Systems and personnel to: maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity (ADSA Reports); maintain appropriate Client service records and progress reports; and track key program performance indicators.
- 25) All services for infants and toddlers with developmental disabilities must be provided with attention to their health and safety. SUBCONTRACTOR shall comply with all applicable federal, state and local fire, health and safety regulations. Staffing ratios and patterns are adequate to maintain quality and safety.
- 26) Confidentiality: SUBCONTRACTOR shall protect and maintain all Confidential Information gained by reason of the Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the COUNTY to employ reasonable security measures, which includes restricting access to Confidential Information by:
- (1) Data Transport: When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - (a) Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - (b) Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
 - (2) Protection of Data: The Contractor agrees to store Data on one or more of the following media and protect the Data as described. All electronic Data must be encrypted using at least an encryption standard of AES 128 bit. Electronic Data can be on desktops, laptops and other portable devices, servers and external media:

- (a) Hard disk drives: Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- (b) Network server disks: Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- (c) For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined in subsection (k) Data Disposition, *infra*, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
- (d) Optical discs (CDs or DVDs) in local workstation optical disc drives: Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- (e) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers: Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- (f) Paper documents: Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- (g) Remote Access: Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- (h) Data storage on portable devices or media:
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (2) Encrypt the Data with a key length of at least 128 bits
 - (3) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (4) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by:

- (5) Keeping them in locked storage when not in use
 - (6) Using check-in/check-out procedures when they are shared, and
 - (7) Taking frequent inventories
 - (8) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (9) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (10) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).
- (i) Data stored for backup purposes:
- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in (k) Data Disposition, *infra*.
 - (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in (k) Data Disposition, *infra*.
- (j) Data Segregation:
- (1) DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (2) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
 - (3) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (4) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (5) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (6) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - (7) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
- (k) Data Disposition:
- When the contracted work has been completed or when no longer needed, except as noted in subsection (b) Network Server Disks, *supra*, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- (l) Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by laws.

27) SUBCONTRACTOR will provide Child Development Services (Birth to Three) Services:

- (a) To the child and family in a timely manner. (Services are considered timely if they begin within 30 days of the start date on the signed IFSP unless the IFSP documents that the parent requested a delay in the start of the services).
- (b) In compliance with the natural environments criteria for IDEA, Part C and Washington State’s federally approved Early Intervention Plan.
- (c) That meet the highest entry level requirements in Washington State for Early Intervention professionals, (training, experience and expertise of staff) and relate to the needs of the participants.
- (d) That conducts the evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) within 45 days of receipt of referral. (Referral is defined as the date the family resources coordinator or lead agency received referral).
- (e) That assist the family to ensure the child obtained an evaluation by a multidisciplinary team.
- (f) That receives from the parent, a written consent for all activities related to the provision of Early Intervention Services in the family’s native language or other mode of communication.
- (g) That assure the IFSP was reviewed every six months with a new plan written annually.
- (h) That assures that progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.

- (i) That provides child and family outcomes within the IFSP that are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family. Child specific outcomes reflect the child's participation in everyday routines and activities. Family specific outcomes address the capacity of the family to enhance their child's development.
 - (j) To the maximum extent appropriate for the individual child, in naturally occurring environments and occurs in a setting other than a natural environment only when early intervention cannot be achieved satisfactorily for an infant or toddler in a natural environment.
 - (k) That provide a Transition Plan for each child participating in the early intervention program was developed at least 90 days prior to the child's third birthday.
- 28) SUBCONTRACTOR shall report any injury or accident, which requires more than simple first aid, and any extraordinary incident that requires intervention, first to the DSHS/DDA Case Manager for the individual involved and then to the County Coordinator. This includes serious physical or emotional harm or potential harm.
- (a) The initial report may be done through documented telephone calls to the County Coordinator.
 - (b) SUBCONTRACTOR shall submit a written follow-up report within 10 days to the County Coordinator. The report to the County Coordinator may be submitted by email, facsimile (FAX) to (360) 385-9401 or by mail to Jefferson County Public Health, 615 Sheridan Street Port Townsend, WA 98368.
 - (c) Serious and emergent incidents shall be handled in accordance with DSHS/DDA Policy 12.01 Incident Management.
- 29) When requested, SUBCONTRACTOR will provide financial reports to COUNTY, including all revenues and expenses generated by SUBCONTRACTOR, in sufficient detail to demonstrate the uses of funds provided under this agreement.
- 30) For five years following the end date of this agreement, SUBCONTRACTOR will maintain client records and books, records, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect expenditures of funds provided under this agreement. Client records shall minimally include statement of client goals, documentation of training provided, training hours, routine progress notes and biannual summary progress toward meeting client goals.
- 31) Make available for inspection, review or audit by County DD Coordinator at all reasonable times: all client records; and all documents, reports and other data applicable to this agreement.
- 32) The COUNTY shall monitor services delivered and conduct at least one on-site visit with SUBCONTRACTOR during the biennium to assure compliance with the DDA State Work Order.
- 33) SUBCONTRACTOR agrees to assign to COUNTY its Medicaid Billing Rights for services to clients eligible under Title XIX programs. Written documentation shall be available to COUNTY on request. If SUBCONTRACTOR contracts directly with DSHS to provide covered services under Title XIX, COUNTY agrees that funding intended for those clients shall be excluded from this agreement.
- 34) If the Developmental Disabilities Program Coordinator finds indications of potential non-compliance during the contract monitoring process or learns that the SUBCONTRACTOR is out of compliance with any of the terms or conditions of this contract, the following process will be pursued:

- (a) Informal Notification: Informal process wherein the County Coordinator alerts the SUBCONTRACTOR in writing of the potential non-compliance and an agreeable solution is reached within five (5) days.
- (b) Official Notification: If the informal notification does not result in resolution, the official notification of possible non-compliance to establish a date, within five (5) working days of notification, when representatives of the County and the SUBCONTRACTOR shall meet to discuss areas of contention and attempt to resolve the issues.
- (c) Written Summary: Within five (5) working days of such official notification the County will provide the SUBCONTRACTOR a written summary of the areas of non-compliance by certified mail. Notice shall be sent to the address identified in the Agreement.
- (d) Discussion: Within twenty (20) days of the date of the written summary, a discussion between County and SUBCONTRACTOR shall be conducted to resolve areas of non-compliance or potential non-compliance.
- (e) Should the above procedures fail to resolve the compliance issue, the parties will obtain the services of the Peninsula Dispute Resolution Center, or another agreed upon resource, and shall share equally in any retainer fees or other costs of services. If no agreement is reached, the mediator's decision in the matter will be binding on all parties, except that in no event will the County honor a financial determination that is greater than the funds allowed the scope of this Agreement.

C. REIMBURSEMENTS

For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:

- 1) Early Intervention Services SUBCONTRACTOR will be paid per MONTHLY Unit assigned Service Responsibility of regular Program Service provided to eligible clients on a fee-for-service basis according to **Attachment 1, Fee Schedule**. Reimbursement to SUBCONTRACTOR by COUNTY will be the *net amount of the applicable fee per Attachment 1, less any amounts received from other funding sources for the service provided*.
- 2) All referrals or requests for services under this agreement will be in writing using a County Service Authorization form, (CSA) agreed to and signed by the parties. A copy of the signed CSA must be in the client's file.
- 3) SUBCONTRACTOR will bill COUNTY on a monthly basis, on or before the 5th day of the month, for units of service provided under this agreement during the preceding month. SUBCONTRACTOR will submit a Monthly DDA Services Report (ADSA) form for its billings.
- 4) COUNTY may, at its option, withhold reimbursement for any invoices older than 60 calendar days, (following the last day of the month for which the services were provided).
- 5) COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are not accurate and/or complete.
- 6) COUNTY may withhold reimbursement for any service for which documentation that shows the COUNTY as the second payer of last resort has not been provided. The IFSP must clearly document funding source per service for each service reimbursement requested.

- 7) SUBCONTRACTOR will provide documentation of County service reimbursements along with all other funding sources pursued by SUBCONTRACTOR at the end of the service period /annually or during site monitoring. Documentation will identify the funding source(s), client name, service provided, date of service, amount(s) paid and amount(s) denied.
- 8) Total reimbursements for the fiscal year of 2023-2024 to SUBCONTRACTOR by COUNTY under this contract shall not exceed **\$16,125.00** in completion of these services without express written amendment signed by both parties to this Agreement. Work performed between September 13, 2019 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.

MISCELLANEOUS

- 1) Pursuant to WAC 275, DSHS Division of Developmental Disabilities (DDA) shall determine individual eligibility of persons for services delivered under this agreement. DDA shall notify COUNTY of persons authorized for services reimbursed under this agreement. Only persons referred to COUNTY by DDA shall be eligible for services reimbursed under this agreement. The SUBCONTRACTOR shall not sublet or assign any of the services covered by this AGREEMENT without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an AGREEMENT.
- 2) The SUBCONTRACTOR'S relation to the COUNTY shall be at all times as an independent SUBCONTRACTOR and any of all employees of the SUBCONTRACTOR or other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this AGREEMENT shall be considered employees of the SUBCONTRACTOR only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the SUBCONTRACTOR.
- 3) The SUBCONTRACTOR shall not sublet or assign any of the services covered by this AGREEMENT without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an AGREEMENT.
- 4) The SUBCONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:05:
 - (a) Worker's compensation and employer's liability insurance as required by the State of Washington.
 - (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the COUNTY named as an additional insured in connection with the SUBCONTRACTOR'S performance of the contract.
 - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- (1) Broad Form Property Damage, with no employee exclusion;
 - (2) Personal Injury Liability, including extended bodily injury;
 - (3) Broad Form Contractual/Commercial Liability - including completed operations;
 - (4) Premises - Operations Liability (M&C);
 - (5) Independent Contractors and Subcontractors;
 - (6) Blanket Contractual Liability.
- 5) All employees or subcontractors of SUBCONTRACTOR who are required to be professionally certified by the State in the performance of services under this agreement shall maintain professional liability insurance in the amount of not less than one \$1,000,000 each claim and \$2,000,000 aggregate. In no case shall such professional liability to third parties be limited in any way. professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the SUBCONTRACTOR's sole expense. The SUBCONTRACTOR agrees the SUBCONTRACTOR's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
 - 6) Proof of SUBCONTRACTOR's membership in a self-insured risk pool for school districts pursuant to chapter 48.62 RCW shall suffice if the applicable liability limits of said liability policy exceed those listed here.
 - 7) It shall be the responsibility of the SUBCONTRACTOR to insure that any and all persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this AGREEMENT, shall comply with the same insurance requirements that SUBCONTRACTOR is required to meet.
 - 8) Failure on the part of the SUBCONTRACTOR to maintain the insurance as required shall constitute a material breach of contract upon which the COUNTY may, after giving five working days' notice to the SUBCONTRACTOR 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 at the sole discretion of the COUNTY, off set against funds due the SUBCONTRACTOR from the COUNTY.
 - 9) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
 - 10) Excepting the Workers Compensation insurance and any professional liability insurance secured by the SUBCONTRACTOR, the COUNTY will be named on all certificates of insurance as an additional insured. The SUBCONTRACTOR shall furnish the COUNTY with verification of insurance and endorsements required by this AGREEMENT.
 - 11) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The SUBCONTRACTOR shall submit a verification of insurance as outlined herein within 14 days of the execution of this AGREEMENT to the COUNTY.
 - 12) The COUNTY will pay no progress payments under Section C until the SUBCONTRACTOR has fully complied with all insurance requirements listed herein. This remedy is not exclusive; and the COUNTY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law. The COUNTY may, upon the SUBCONTRACTOR'S failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the SUBCONTRACTOR.

- 13) Any coverage for third party liability claims provided to the COUNTY by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance, self-insurance or joint self-insurance the SUBCONTRACTOR must provide to comply with this agreement.
- 14) If the proof of insurance or certificate of coverage indicating the COUNTY is an "additional insured" to a policy obtained by the SUBCONTRACTOR refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the SUBCONTRACTOR to obtain the full text of that endorsement and forward that full text to the COUNTY within 30 days of the execution of this agreement.
- 15) The COUNTY may, upon the SUBCONTRACTOR'S failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the SUBCONTRACTOR.
- 16) Nothing in the foregoing insurance requirements shall prevent the COUNTY, at its option, from additionally requesting that the SUBCONTRACTOR deliver to the COUNTY an executed bond as security for the faithful performance of this contract and for payment of all obligations of the SUBCONTRACTOR.
- 17) The SUBCONTRACTOR shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson COUNTY, WA.
- 18) The SUBCONTRACTOR, by signature to this Agreement, certifies that the SUBCONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Agreement by any Federal department or agency. The SUBCONTRACTOR also agrees to include the above requirement to all subcontracts into which it enters.
- 19) The SUBCONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the SUBCONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SUBCONTRACTOR and the COUNTY, its officers, officials, employees, agents and volunteers (and their marital communities) the SUBCONTRACTOR's liability, including the duty and cost to defend, shall be only for the SUBCONTRACTOR's negligence. It is further specifically understood that the indemnification provided constitutes the SUBCONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.
- 20) Claims against the COUNTY shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered there under, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.
- 21) The SUBCONTRACTOR specifically assumes potential liability for actions brought against the COUNTY by SUBCONTRACTOR'S employees, including all other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this Agreement and, solely for the purpose of this indemnification and defense, the SUBCONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The SUBCONTRACTOR recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

- 22) SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age or national origin.
- 23) COUNTY reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from the Department of Social and Health Services, Developmental Disabilities Administration is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.
- 24) 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 COUNTY. If the County agrees in writing that all or a portion of this Contract may be subcontracted to a third-party, then any contract or agreement between the contractor and a third-party subcontractor must contain all provisions of this contract and the subcontractor must agree to be bound by all terms and obligations found in this agreement.
- 25) Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor also agrees that upon receipt of any written public record request, the Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

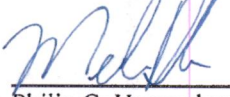
By: _____
Kate Dean, Chair Date

SEAL:

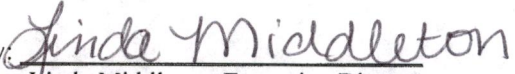
ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 for 09/12/2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

CONCERNED CITIZENS

By: 
Linda Middleton, Executive Director

Date: 9-16-2024

ATTACHMENT 1

FEE SCHEDULE

Early Intervention Unit of Service

- 1) One UNIT of EARLY INTERVENTION Service is \$426.45; from September 20, 2023 to June 30, 2024.
 - i. One UNIT is defined as one MONTH direct service to one eligible client.
- 2) One UNIT of EARLY INTERVENTION Service is \$500.00; from July 1, 2024 to June 30, 2025.
 - i. One UNIT is defined as one MONTH direct service to one eligible client.
- 3) One MONTH of direct service is defined as a minimum of one (1) & a maximum of three (3) hours of EARLY INTERVENTION Services for one child.
- 4) A maximum of eight (8) UNITS of EARLY INTERVENTION Service may be billed on a monthly basis.

Not to exceed \$16,125.00 between September 20, 2023 through June 30, 2024; and not to exceed \$16,125.00 between July 1, 2024 and June 30, 2025; for a total of \$32,225.00 in completion of services for the duration of the contract without express written amendment.