



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark Mc Cauley, County Administrator

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

DATE: *September 3, 2024*

SUBJECT: Agenda Item – Amendment #3 to the Professional Services Agreement – Cascade Community Connections for Individual Supported Employment Services; and for Job Foundation Services; July 1, 2023 – June 30, 2025; an increase of \$409,000.00 in funding; for a total of \$801,338.60; for the term of this agreement.

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of Amendment #3 to the Professional Services Agreement with Cascade Community Connections. An increase of \$409,000.00 in funding; (Individual Supported Employment Services will be funded at \$400,000.00; Job Foundation Services at \$9,000.00); July 1, 2023 – June 30, 2025; for a total of \$801,338.60; for the term of this agreement. (Funding amounts specified above; can only be expended during the fiscal year of 2024/2025.)

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

Amendment #3 is for the Professional Services Agreement with Cascade Community Connections, for Individual Supported Employment Services; and Job Foundation Services; from July 1, 2023 to June 30, 2025.

Individual Supported Employment will continue to provide services that are tailored to individual needs, interests, and abilities; for adults 21 years and older, who experience intellectual/developmental disabilities; to obtain and continue integrated employment in the general workforce, at or above the state's minimum wage, while promoting career development.

Job Foundation Services is a project designed to engage students ages 19-20 in targeted employment readiness activities, in their second to last year of school. Cascade Community Connections will complete a written Job Foundations report based on information gathered about the student's skills, their interests and an assessment of student performance. The Job Foundation report will include actionable next steps for the student's job search and will be completed in line with best practice guidelines available on DDA's County Best Practices website.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for the agreement with Cascade Community Connections is through the Developmental Disabilities Administration, (DDA) under DSHS; and is identified in the budget under Individual Supported Employment, and Job Foundation Services.

RECOMMENDATION:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of Amendment #3 to the Professional Services Agreement with Cascade Community Connections. An increase of \$409,000.00 in funding; (Individual Supported Employment Services will be funded at \$400,000.00; Job Foundation Services at \$9,000.00); July 1, 2023 – June 30, 2025; for a total of \$801,338.60; for the term of this agreement. (Funding amounts specified above; can only be expended during the fiscal year of 2024/2025.)

REVIEWED BY:



Mark McCauley, County Administrator

8/27/24

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Cascade Community Connections Amendment #3

Contract No: DD-23-075-A3

Contract For: Individual Supported Employment Services Term: July 1, 2023 to June 30, 2025

COUNTY DEPARTMENT: Public Health

Contact Person: Anna Mc Enery

Contact Phone: 360-385-7301

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

AMOUNT: An increase of \$409,000.00 for a total of \$801,338.60

Revenue:

Expenditure: \$409,000.00

Matching Funds Required:

Sources(s) of Matching Funds

Fund # PH fund #127

Munis Org/Obj HDD- 640 12768064

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 RCW 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

July 5, 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

July 5, 2024

Date

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

Electronically approved by Risk Management on 7/5/2024.

Amendment increasing funding.

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

Electronically approved as to form by PAO on 7/5/2024.

Contract amendment to subrecipient agreement.

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

**Contract Amendment #3
Between
Cascade Community Connections
And
Jefferson County Public Health

Developmental Disabilities Program**

WHEREAS, Cascade Community Connections (SUBCONTRACTOR) and Jefferson County (COUNTY) entered into an agreement on July 1, 2023 for Professional Services to be provided in connection with the provision of Individual Supported Employment Services and Job Foundation Reports and for Persons with Intellectual/Developmental Disabilities in Jefferson County.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above referenced agreement ends June 30, 2025.
2. Subcontractor's contract will be increased by \$409,000.00 in funding; (Individual Supported Employment Services will be funded at \$400,000.00; Job Foundation Reports will be funded at \$9,000.00); July 1, 2023 – June 30, 2025; for a total of \$801,338.60; without express written amendment signed by both parties. (Funding amounts specified above; can only be expended during the fiscal year of 2024/2025.)
3. Individual Supported Employment will continue to provide services that are tailored to individual needs, interests, and abilities; for adults 21 years and older, who experience intellectual/developmental disabilities; to obtain and continue integrated employment in the general workforce, at or above the state's minimum wage, while promoting career development.
4. Job Foundation Services is a project designed to engage students ages 19-20 in targeted employment readiness activities, in their second to last year of school. Cascade Community Connections will complete a written Job Foundations report based on information gathered about the student's skills, their interests and an assessment of student performance. The Job Foundation report will include actionable next steps for the student's job search and will be completed in line with best practice guidelines available on DDA's County Best Practices website.
5. Work performed between July 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
6. All other terms and conditions of the agreement will remain the same.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

CASCADE COMMUNITY CONNECTIONS

By: _____

(Signature)

Contractor Representative (Please print)

Title

Date

JEFFERSON COUNTY

BOARD OF COUNTY COMMISSIONERS

Kate Dean, Chair

Date

Greg Brotherton, Member

Date

Heidi Eisenhour, Member

Date

Attest:

Carolyn Gallaway,
Clerk of the Board

Date

Approved as to Form Only:

P.C. Hunsucker

July 5, 2024

Philip C. Hunsucker,

Date

Chief Civil Deputy Prosecuting Attorney

**Contract Amendment #2
Between
Cascade Community Connections
And
Jefferson County Public Health
Developmental Disabilities Program**

WHEREAS, Cascade Community Connections (SUBCONTRACTOR) and Jefferson County (COUNTY) entered into an agreement on July 1, 2023 for Professional Services to be provided in connection with the provision of Individual Supported Employment Services and Job Foundation Reports to Persons with Developmental Disabilities in Jefferson County.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

The term of the above referenced agreement ends June 30, 2025.

1. Subcontractor's contract will be decreased by \$55,368.40 in funding; (Individual Supported Employment Services will be funded at \$378,961.60, Individual Employment Infrastructure will be funded at \$5,427.30; Training for Individual Employment Staff, will be funded at \$750.00; and Job Foundation Services will be funded at \$7,200.00); July 1, 2023 – June 30, 2025; for a total of \$392,338.60; without express written amendment signed by both parties. (Funding amounts specified above; can only be expended during the fiscal year of 2023/2024.)
2. Individual Supported Employment will continue to provide services that are tailored to individual needs, interests, and abilities; for adults 21 years and older, who experience intellectual/developmental disabilities; to obtain and continue integrated employment in the general workforce, at or above the state's minimum wage, while promoting career development. Individual Employment Infrastructure funding, will provide additional support for the agency who provides services for individuals who experience Intellectual/Developmental Disabilities; Training will be provided for Individual Supported Employment Staff.
3. Job Foundation Services is a project designed to engage students ages 19-20 in targeted employment readiness activities, in their second to last year of school. Cascade Community Connections will complete a written Job Foundations report based on information gathered about the student's skills, their interests and an assessment of student performance. The Job Foundation report will include actionable next steps for the student's job search and will be completed in line with best practice guidelines available on DDA's County Best Practices website.

4. Work performed between July 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
5. All other terms and conditions of the agreement will remain the same.

CASCADE COMMUNITY CONNECTIONS

By: Jay Webster
(Signature)
Taylor Webster
Contractor Representative (Please print)
Owner / Director
Title
8/17/24
Date

JEFFERSON COUNTY

BOARD OF COUNTY COMMISSIONERS

Kate Dean, Chair Date

Greg Brotherton, Member Date

Heidi Eisenhour, Member Date

Attest:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to Form Only:

P.C. Hunsucker July 5, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**Contract Amendment #1
Between
Cascade Community Connections
And
Jefferson County Public Health**

Developmental Disabilities Program

WHEREAS, Cascade Community Connections (SUBCONTRACTOR) and Jefferson County (COUNTY) entered into an agreement on July 1, 2023 for Professional Services to be provided in connection with the provision of Individual Supported Employment Services and Job Foundation Reports to Persons with Developmental Disabilities in Jefferson County.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above referenced agreement ends June 30, 2024.
2. Subcontractor's contract will be increased by \$157,707.00; (\$148,107.00 in additional funding for Individual Employment Services and \$9,600.00 for Job Foundation Reports) for a total of \$447,707.00 in funding; for services rendered during the term of July 1, 2023 through June 30, 2024. Total compensation under this Agreement shall not exceed \$447,707.00 without express written amendment signed by both parties.
3. Job Foundations is funded in partnership by the Office of Superintendent of Public Instruction (OSPI), DVR, DDA and the County, was created to engage transition age high school students earlier in targeted employment planning and connection. The Contractor shall work in collaboration with the County, school districts, students, families, and other community collaborators to complete the Job Foundation Report that includes actionable next steps for employment. The goal of this program is to increase the number of students completing high school transition programs with a job or secondary education connections.
4. The following is added effective 11/1/2023:
 - a. Cascade Community Connections must hold a current contract in good standing with the Division of Vocational Rehabilitation (DVR) and have a minimum of two (2) years' experience providing Individualized Supported Employment services to individuals with intellectual/developmental disabilities, in order to participate in the Job Foundation Program.
 - b. The Job Foundation Program is designed to engage transition students ages 19-20, in targeted employment readiness activities in their second to last year of school. In order to participate in the Job Foundation Program, students must be DDA customers, currently enrolled and attending school and have completed an application.

- c. Cascade Community Connections shall collaborate with each eligible student, the student's family, school district staff, community job site supervisors, and any employment service partners to complete the Job Foundation Report.
- d. Completion of the Job Foundation Report shall consist of information gathered from:
 - i. Observations/interactions: Cascade Community Connections will use in-person observations of school activities and interactions with school staff and family to gather much of this information (such as internship sites, life skill classes, community outings, IEP meetings, etc.). A minimum of five separate interactions is considered best practice. These are individualized services. Each time together will vary from one to several hours. For some students, enough information can be gathered from these sources so the Job Foundation document will prepare them for a DVR job placement plan. *Remote interactions will only be permissible if it is requested by a customer, guardian or school for the health and safety of their student.*
 - ii. Community Based Assessment: For some students, placement in a short-term Community Based Assessment might be the necessary next step to gain accurate information about the person's skills and supports. Cascade Community Connections can make a recommendation for the necessity for a Community Based Assessment; it will be determined by DVR, based on the information in the Job Foundation Report.
 - iii. Referral to and consultation with DVR: This is a partnership project and DVR is to be invited to the kick-off meeting and involved from the beginning. Next steps will be determined with the student and their support team, including the Vocational Rehab Counselor from DVR, if the student has expressed an interest in pursuing employment after graduation.
- 5. Cascade Community Connections shall reach out to the student, parent/guardian, their teacher, DDA Case Manager, DVR Liaison, and County Coordinator to schedule the kick-off meeting within 10 – 15 days of receiving a new County Referral. *All parties will go over the document that talks about the roles, responsibilities and the process attributed to each agency/school/student, when completing the Job Foundation Program.*
- 6. Cascade Community Connections staff should have specific conversations with school staff; together they can identify any skill development/training that could be done during the school day (such as practicing alpha filing or general workplace safety) to build the student's vocational experience.
- 7. If technical assistance or training is needed to effectively serve the student in achieving employment and community involvement goals, the County will provide access for Cascade Community Connections staff.

8. Cascade Community Connections will complete a written Job Foundations Report; based on information gathered about the student's skills and interests and assessment of student performance.
<https://manuals.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Job%20Foundation%20Report.docx>) The Job Foundations Report will include actionable next steps for the student's job search for each skill area that will help students be successful in obtaining, learning and maintaining a job in the community and will be completed in line with best practice guidelines available on the County Best Practices website:
<https://www.dshs.wa.gov/dda/county-best-practices>.
9. The Subcontractor will engage in an average of 25 hours of employment support activities with or on behalf of the student, until the student moves into job development.
10. Cascade Community Connections staff shall provide monthly email updates to the County and DDA about Job Foundation activities and progress.
11. Cascade Community Connections shall submit each completed Job Foundation Report to the County for review. The County shall assess the report based on the criteria outlined in DDA's Quality Review Tool.
12. Job Foundation Reports rated as "Satisfactory" (18 total points or higher, based on the Quality Review Tool rating scale) shall be compensated in one lump sum of \$2,400 per completed and accepted Job Foundation Report.
13. Job Foundation Reports rated as "Unsatisfactory" (17 total points or lower, based on the Quality Review Tool rating scale) shall be returned to the Contractor with a request for revision and/or additional information from the Contractor.
14. Job Foundation Reports shall be submitted to the County for review at least 15 days prior to the end of the biennium.
15. For Job Foundation Reports that were unable to be completed at no fault of Cascade Community Connections; (i.e. student terminated services or was unable or unwilling to participation in completion of the report after agreeing to services). Cascade Community Connections shall provide a detailed summary of the services and hours provided to the student and shall consult with the County for alternative, hourly compensation.
16. Finalized and County approved copies of the Job Foundation Report shall be provided to the student, the student's parents/guardians, the student's teachers or school district staff, the student's DDA Case Resource Manager, the County, and the student's DVR Vocational Rehabilitation Counselor.
17. Cascade Community Connections shall only invoice for County-approved Job Foundation Reports for students who have applied for and been accepted into the Job Foundation Project; have been confirmed eligible by the County; by DDA and are referred to and accepted for service by Cascade Community Connections.
18. DSHS/DDA will pay for up to three Job Foundation Reports and the County DD Program will pay for one Job Foundation Report during this fiscal year.

19. Payment will be authorized upon completion and with County approval of the Job Foundations Report. The outcome payment rates are set by DSHS/DDA; a one-time outcome payment of \$2,400.00 will be approved for each completed Job Foundations Report, per authorized student.
20. Subcontractor can access the following outcome payments for "High Acuity" students in Job Foundations; that are placed in competitive, integrated, individual employment by the following date of the student's school exit year:
21. Additional Outcome Payment/Service Rates:
- | Services Provided | Outcome Payment |
|---|-----------------|
| For submission of a Satisfactory Job Foundation Report | \$2,400 |
| High Acuity Students/Customers Only | Outcome Payment |
| If the job placement is made by September 30, 2024 | \$1,500 |
| If the job placement is made between October 2024 through December 2024 | \$1,000 |
| If the job placement is made between January 2025 through March 2025 | \$500 |
| If the job placement is made between April 2025 through June 2025 | \$250 |
| If the student is working ten or more hours of work per week | \$1,000 |
22. Services billed more than sixty (60) days after service completion will not be paid as the County will be unable to bill DSHS/DDA.
23. Cascade Community Connections shall include objectives, expected outcomes, how and when objectives and outcomes will be accomplished for Job Foundation Project in their written performance plan for other contracted services. Performance plans shall include goals for percent of students graduating with a job by acuity and students working 10 hours or more per week by acuity.
24. Work performed between July 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
25. All other terms and conditions of the agreement will remain the same.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

Dated this 13th day of May, 2024

By: [Signature] Acting Chair
for Kate Dean, Chair
Jefferson Board of County Commissioners

By: [Signature] 3/1/24
Taylor Webster, Executive Director
Cascade Community Connections



ATTEST:

By: [Signature] 5/13/24
Carolyn Galloway, Date
Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

By: [Signature] February 23, 2024
Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

SUBCONTRACT FOR PROFESSIONAL SERVICES
INDIVIDUAL EMPLOYMENT
Agreement Between
JEFFERSON COUNTY PUBLIC HEALTH
AND
CASCADE COMMUNITY CONNECTIONS

This agreement is made and entered into between Jefferson County Public Health (COUNTY) and Cascade Community Connections (SUBCONTRACTOR) for provision of Individual Supported Employment to Persons with Developmental Disabilities in Jefferson County. The term of this agreement is July 1, 2023 through June 30, 2024. This Contract may be terminated by either party upon 60 days written notice. Termination of this Contract shall not constitute a breach.

**It is agreed Upon by Both Parties as Named
Herein as Follows:**

A. PROFESSIONAL SERVICES

Professional services to be provided by SUBCONTRACTOR shall include:

- (1) **"Individual Supported Employment" or "IE"**: services are a part of an individual's pathway to employment, are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment in the general workforce at or above the state's minimum wage. These services may include intake, discovery, assessment, job marketing & development, job placement, job replacement, worksite job training coaching/supports, development of natural supports, and follow-along and record keeping. Program management; (per the Individual Employment Phases & Billable Activities & <https://www.dshs.wa.gov/dda/county-best-practices>). Specific service deliverables are delineated in Exhibit A - Statement of Work attached hereto.
- (2) 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) A "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.
- (4) 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 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual Provider. (The Developmental Disabilities Administration or DDA means a Division within the Department of Social and Health Services.)

- (5) COUNTY and its SUBCONTRACTOR are mandated reporters under RCW 74.34.020(13) and must comply with reporting requirements described in RCW 74.34.035, .040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.
- (6) SUBCONTRACTOR is required pursuant to 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) must be utilized to obtain background clearance.
- (7) 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 WAC 388-825.
- (8) 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; Community Protection Waiver Services 0220; 0600-0610 Community Access Service; Supported Employment Service 2100.
- (9) SUBCONTRACTOR shall comply with the following Developmental Disabilities Administration, (DDA) Policies: 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 County Guide to Achieve DDA's Guiding Values.
- (10) The COUNTY staff who performs on-site evaluations of SUBCONTRACTOR work sites, 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.
- (11) 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) DDA Policy 4.11, County Services for Working Age Adults;
 - (b) WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - (c) Criteria for Evaluation;
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Criteria%20for%20Evaluation%202021-2023.docx>
- (12) On-Site Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one on-site visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

- (13) 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:
- (a) DDA Policy 6.13, *Employment/Day Program Provider Qualifications*,
<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>;
 - (b) *County Guide to Achieve DDA's Guiding Values*;
 - (c) DDA Guidelines for Community Assessments within Employment and Vocational Programs
- (14) The DRW Access Agreement with DDA; assures that the COUNTY and SUBCONTRACTORS have reviewed the Access Agreement; *Disability Rights Washington (formerly Washington Protection and Advocacy System) 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.
- (15) SUBCONTRACTOR shall have written policies regarding sexual harassment and non-discrimination (said policies must guarantee human/civil rights); regarding a person's right to privacy, regarding safeguarding personal information and abuse of participants; regarding agency medication procedure; regarding respectful staff-to-participant interactions (i.e.: including a person's right to be treated with dignity and respect free of abuse).
- (16) SUBCONTRACTOR shall have a County approved grievance policy for clients that:
- (a) Is explained to clients and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy5.02.pdf>
 - (b) Negotiates conflicts;
 - (c) States advocates are available and clients are encouraged to bring advocates to help negotiate;
 - (d) Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved a DDA Case Resource Manager may be included as an alternative option; (A DDA Case Resource Manager (CRM)" means a case manager for DDA Clients)
 - (e) Prohibits retaliation for using the grievance process; and
 - (f) Includes a process for tracking and reporting grievance
- (17) SUBCONTRACTOR shall assure that clients and others, in accordance with DDA Policy 5.06, Client Rights, 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, the client's family, guardian or advocate is also informed.<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy5.06.pdf>
- (18) SUBCONTRACTOR shall assure that they have policies that protect individual rights; include but are not limited:
- (a) SUBCONTRACTOR shall assure that they have policies that protect individual rights; include but are not limited:
 - (b) Respectful staff-to-client interactions
 - (c) A person's right to be treated with dignity, respect and free of abuse;
 - (d) A person's right to privacy; and
 - (e) Safeguarding personal information.
- (19) 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, annually.
- (20) SUBCONTRACTOR will encourage participant involvement in policy development.
- (21) SUBCONTRACTOR shall update Client Intake Forms every 6 months during the Client Review meeting.

- (22) SUBCONTRACTOR shall assure 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 that employs or is about to employ any of the above has financial or other interest in the client(s).
- (23) SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.
- (24) 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.
- (25) SUBCONTRACTOR shall make sure that all incidents involving injury, health or safety issues are reported to DDA and the County; reference DDA Policy 6.08, Mandatory Reporting Requirements for Employment Providers. <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy6.08.pdf>
- (26) SUBCONTRACTOR shall track and analyze incident reports for potential trends and patterns.
- (27) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.
- (28) SUBCONTRACTOR shall provide evidence that it employs typical safety protection based upon the environment the client is working or receiving services in.
- (29) The COUNTY and all SUBCONTRACTORS are mandated reporters under RCW 74.34.020(11); Abuse of Vulnerable Adults <https://apps.leg.wa.gov/RCW/default.aspx?cite=74.34> and Chapter 26.44 RCW; Abuse of Children. 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.*
- (30) The Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/county-best-practices>
- (31) Where the SUBCONTRACTOR is also the client's employer under Individual Employment, funding for the service provider will be available for the first 6 months of employment. At the end of the 6 months another service provider, who is not the employer of record, must provide the support unless the COUNTY issues a written approval for the Employment Provider to continue with long term supports.
- (32) 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) Accreditation: SUBCONTRACTOR must be able to demonstrate conformance to Commission on Accreditation of Rehabilitation Facilities (CARF) standards for quality assurance and CARF accreditation.
- (b) 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 through:
- (33) Authority. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-Client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

- (34) Administrative Controls. The Contractor must have the following controls in place:
- (a) A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - (b) If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - (c) If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
- (35) Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
- (a) Have documented policies and procedures governing access to systems with the shared Data.
 - (b) Restrict access through administrative, physical, and technical controls to authorized staff.
 - (c) Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - (d) Ensure that only authorized users are capable of accessing the Data.
 - (e) Ensure that an employee's access to the Data is removed immediately:
 - 1. Upon suspected compromise of the user credentials.
 - 2. When their employment, or the contract under which the Data is made available to them, is terminated.
 - 3. When they no longer need access to the Data to fulfill the requirements of the contract.
 - (f) Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - (g) When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - 1. A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - 2. That a password does not contain a user's name, logon ID, or any form of their full name.
 - 3. That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - 4. That passwords are significantly different from the previous four passwords.
 - (h) When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - 1. Ensuring mitigations applied to the system do not allow end-user modification. Examples would include but not be limited to installing key loggers, malicious software, or any software that will compromise DSHS data.
 - 2. Not allowing the use of dial-up connections.
 - 3. Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS Microsoft Remote Desktop (RDP) and Citrix.
 - 4. Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - 5. Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - 6. Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point. All Contractors must be in compliance by 6/30/2020.
 - (i) Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - 1. The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

2. Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 3. Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- (j) If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
1. Be a minimum of six alphanumeric characters.
 2. Contain at least three unique character classes (upper case, lower case, letter, number).
 3. Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- (k) Render the device unusable after a maximum of 10 failed logon attempts.
- (36) Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- (a) Hard disk drives. For 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. For 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.
- For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section (31) Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.
- (c) 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 Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. 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.
- (d) 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 Secure 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.
- (e) Paper documents. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- (f) 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's 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.

(g) 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:
 - a. Encrypt the Data.
 - b. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - c. 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.
 - d. Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
2. When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

(h) Data stored for backup purposes.

1. DSHS Confidential Information 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 below in Section (31) Data Disposition.
2. 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 below in Section (31) Data Disposition.

(i) Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

1. DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - a. Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contract listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - b. The Data will be Encrypted while within the Contractor network.
 - c. The Data will remain Encrypted during transmission to the Cloud.
 - d. The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - e. The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - f. The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
 - g. The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within the contractor's network.
2. Data will not be stored on an Enterprise Cloud storage solution unless either:
 - a. The Cloud storage Provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - b. The Cloud storage solution used is HIPAA compliant.
3. If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud Provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

(37) System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- (a) Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

- (b) The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- (c) Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- (d) Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

(38) Data Segregation.

- (a) DSHS category 4 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.
 1. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 2. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 3. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 4. 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.
 5. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- (b) 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.

- (39) Data Disposition. When the contracted work has been completed or when the DSHS Data is no longer needed, except as noted above in Section (30. b.) DSHS 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, incineration, or contractor
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

- (40) 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 law or DSHS.
- (41) Data shared with Subcontractors. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

- (42) 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 law.
- (43) SUBCONTRACTOR shall provide the following:
- (a) Equal Access: SUBCONTRACTOR will assure equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, Limited English Proficient (LEP) Clients).
 - (b) The date policies are implemented or the date, they are revised.
 - (c) Financial and Program Management: SUBCONTRACTOR will maintain an administrative/organizational structure that clearly defines responsibilities; 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.
 - (d) Participants: SUBCONTRACTOR has a commitment to support integration of individuals with developmental disabilities with people who are not disabled and has involved participants with developmental disabilities in policy development.
 - (e) Partnerships: SUBCONTRACTOR has a history of working cooperatively with community-based organizations including Employers, other Agencies, the COUNTY DD Program, the Division of Vocational Rehabilitation (DVR), and the Schools.
 - (f) Performance Plan: SUBCONTRACTOR has a written performance plan that describes its mission, program objectives, expected outcomes, and describes how and when objectives will be accomplished; and will assure the plan is evaluated at least biennially with revisions based on actual performance. The Performance Plan must include performance indicators that address diversity, equity, and inclusion efforts. SUBCONTRACTOR will document progress on performance indicators identified in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy6.13.pdf>
 - (g) Quality Assurance Plan: SUBCONTRACTOR has a written quality assurance plan that evaluates Client progress every 6 months by looking at:
 - 1. Increased wages (by acuity)
 - 2. Increased number of working hours (by acuity)
 - 3. The number of new jobs (by acuity)
 - 4. Job loss and why – retention rates (by acuity)
 - 5. The percentage employed (by acuity)
 - 6. Looking at Quantitative-(Data) vs. Qualitative-(Narrative)
 - (h) SUBCONTRACTOR will collect, analyze and compare all the performance indicators/objective measures listed above in Section: (f) 1-6. The results will be sent to the County every 6 months.
 - (i) The COUNTY'S Service Evaluation System: shall serve as the method by which current Providers demonstrate that they continue to be qualified as Providers. A copy of the COUNTY'S Service Evaluation System shall be provided upon request, to DDA for review.
 - (j) Internal Control Systems: SUBCONTRACTOR will have an administrative/organizational structure that clearly defines responsibilities.
 - 1. SUBCONTRACTOR has sufficient policies and procedures for establishment and maintenance of adequate internal control systems.
 - 2. SUBCONTRACTOR will maintain written policy/procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or prolonged absences occur.
 - 3. SUBCONTRACTOR will date all policies when they are implemented or date when they are revised.
 - (k) Qualified Staff: SUBCONTRACTOR will provide adequate, qualified staff with skills and experience in evaluation, training, supervision, counseling and support of adults with developmental disabilities who are earning wages, per the attached Statement of Work.

1. SUBCONTRACTOR will assure that all direct service staff are trained and has experience in accordance with DDA Policy 6.13 and that training is documented.
 2. SUBCONTRACTOR will 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.
 3. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications upon request.
- (l) Safety: SUBCONTRACTOR will provide evidence that it employs safety protection based on the environment in which the participant is working or receiving services.
- (m) Integration: Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441.530(a)(1), including that:
1. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 2. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 3. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 4. The setting facilitates individual choice regarding services and supports, and who provides them.
- (44) SUBCONTRACTOR shall identify settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.
- (45) SUBCONTRACTOR shall provide an Individual Employment/Vocational Client Plan and/or Person-Centered planning/profiles delineating individual skills and needs within 30 days of the beginning of services on all program clients. The SUBCONTRACTOR shall use the new Employment Program Plan Report Form for Individual Employment/Vocational Client Plans.
- (a) Individual Employment/Vocational Client Plans will include:
1. Information that identifies and addresses the individualized goal and support needs for each participant. The plan should be developed by the provider in collaboration with the Case Resource Manager, client, guardian and his or her family (the team).
 2. Initial plans will be completed within 30 days from date of service authorization and must be signed by the participant and/or his or her guardian, if any.
 3. Copies of the initial plan and semi-annual progress reports will be distributed as appropriate to all team members.
 4. Plans will be reviewed and signed every six (6) months.
- (b) Individual Employment/Vocational Client Plans- Subsequent Six (6) Month (semi-annual) Progress Reports will include:
1. Current date
 2. Timeline for the plan
 3. Client's name: first and last
 4. Client ADSA ID
 5. Employment goal
 - a. Preferred (job type) the individual wishes to obtain or maintain
 - b. The preferred wages /salary the individual wishes to earn
 - c. The number of hours the individual prefers to work
 - d. The preferred work shifts
 6. The individual's skills, gifts, interests, and preferred activities
 7. Measurable strategies (action steps and supports) to meet the employment goal
 8. Identification of persons and/or entities (such as family, Division of Vocational Rehabilitation) available to assist the client in reaching his/her employment goal
 9. Identification of other accommodations, adaptive equipment, and/or supports critical to achieve employment goal
- (c) SUBCONTRACTOR must assure that Individual Supported Employment staff hours are attributed to the Client via the Individual Employment Phases & Billable Activities. Individual Employment Billable Activities 2-1-2018.pdf (wa.gov)

- (d) SUBCONTRACTOR shall identify the provision of supports necessary for job success to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.
 - (e) SUBCONTRACTOR will provide training and support to employers and co-workers, in each job placement to ensure jobs are maintained and fading is occurring. This also includes the development of natural supports.
 - (f) The SUBCONTRACTOR will document all employment services activities and outcomes to those activities that relate to the participant's individually identified goal(s) as outlined in their Six (6) Month (semi-annual) Progress Report.
 - (g) The SUBCONTRACTOR will invite the COUNTY to all six-month client meetings at least 20 days before the meeting occurs.
 - (h) The SUBCONTRACTOR will provide six- month progress reports describing the progress made towards achieving the client's goal, service activities and the outcome of those activities will be provided by the service provider to the Case Resource Manager, client, and/or guardian if any within 30 days following the six- month period.
 - (i) The SUBCONTRACTOR will document all services that relate to the client's individually identified goal(s) as outlined in their six-month plan.
 - (j) The SUBCONTRACTOR will provide the following:
 - 1. Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, County Services for Working Age Adults.
 - 2. Information about wages, productivity, benefits, and work hours for each participant.
 - 3. Progress in achieving increased wages and work hours for each participant.
- (46) The SUBCONTRACTOR shall report any injury or accident that requires more than simple first aid, and any extraordinary incident that requires intervention by the SUBCONTRACTOR to the DSHS/DDA Case Manager for the individual involved, and then report the injury, accident, or extraordinary incident to the COUNTY Coordinator. This includes serious physical or emotional harm or potential harm.
- (a) Incidents involving injury, health or safety issues are reported to DDA and the County reference DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers.
 - (b) The initial report to the COUNTY may be done via documented telephone calls to the COUNTY Coordinator.
 - (c) The 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 Port Townsend, WA 98368.
 - (d) Serious and emergent incidents shall be handled in accordance with DSHS/DDA Policy 12.01, Incident Management.
 - (e) Incident reports are tracked and analyzed for potential trends and patterns.
 - (f) Mandatory reporting is done in accordance with Chapter 74.34 RCW, Abuse of Vulnerable Adults and Chapter 26.44 RCW, Abuse of Children.
- (47) AUDIT REQUIREMENTS. Independent Audit will be submitted annually to the Jefferson COUNTY DD COUNTY Coordinator in the following manner:
- SUBCONTRACTOR must be able to account for and manage public funds in compliance with Generally Accepted Accounting Principles "GAAP". An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements within nine months subsequent to the close of the subcontractor's fiscal year. Copies of the audit and management letter shall be submitted to the Jefferson COUNTY Public Health Department within 9 months of the end of the SUBCONTRACTOR'S fiscal year.
- (48) The SUBCONTRACTOR shall provide an independent audit of the entire organization which:
- (a) Is performed by an independent Certified Public Accountant, the Washington State
 - (b) Auditor's Office, or another entity the COUNTY and the SUBCONTRACTOR mutually approve.

- (c) Provides statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, and meeting all requirements of OMB Circular A-133, as applicable.
 - (d) The SUBCONTRACTOR shall submit two (2) copies of the audit and/or the summary and the management letter directly to the COUNTY immediately upon completion. The audit must be accomplished by documentation indicating the SUBCONTRACTOR'S Board of Directors has reviewed the audit.
- (49) 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 ten (10) 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 ten (10) 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 ten (10) 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.
- (50) For six 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.
- (51) Client records shall minimally include statement of client goals, documentation of training provided, training hours, routine progress notes and semi-annual summary of progress toward meeting client goals.
- (52) SUBCONTRACTOR will provide COUNTY with Individual Employment/Vocational Plans (or Person-Centered Plan/Profile), client goals, and a summary of progress towards meeting those goals on a bi-annual basis.
- (53) COUNTY shall develop and have available an evaluation system to review services. The evaluation system must have *both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss, the percentage employed earning minimum wage or better; and the average number of hours worked.* The COUNTY's service evaluation system shall serve as the method where the SUBCONTRACTOR shall demonstrate that they continue to be qualified providers. A copy of such evaluation system shall be provided upon request to DDA for review and approval.
- (54) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.

- (55) 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. If SUBCONTRACTOR contracts directly with Social Security to provide covered services under a PASS/IRWE, COUNTY agrees that funding intended for those clients shall be excluded from this agreement.

C. REIMBURSEMENTS

- (1) Subcontractors receiving reimbursement on a fee for service basis may be reimbursed, at the discretion of the COUNTY, for any temporary closure or substantial non-attendance necessitated by natural causes, disasters, State/COUNTY trainings or mechanical failure above and beyond the control of the Contactor. Federal XIX funds may not be used for this purpose.
- (2) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis as follows:
- (a) Individual Employment Services: SUBCONTRACTOR will be paid from **\$84.00 to \$105.60** per UNIT assigned Service Responsibility of regular Program Service, from July 1, 2023 to June 30, 2024 as defined in **Exhibit A, Statement of Work**. (The rate will be dependent on amount of funding in the budget.)
 - (b) COUNTY will check in with SUBCONTRACTOR on a quarterly basis as to the status of the budget and the number of clients requesting service. The budget may have to be renegotiated if a number of new clients need services.
 - (c) Claims for individuals' services made in the CMIS system must be in compliance with the defined units: (1) hour = at least 50 minutes; (2) day = at least 4 hours; and (3) month = a minimum of one service visit with 50 minutes of direct service.
- (3) SUBCONTRACTOR will bill COUNTY monthly in arrears and 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 (ASDA) form for its billings. At no time shall the invoices for reimbursement be submitted more than 60 calendar days following the last day of the month for which the services were provided without COUNTY approval.
- (4) COUNTY may, at its option, withhold reimbursement for any month for which required reports and/or invoices have not been received, or are not accurate and/or complete, or for contractual non-compliance issues.
- (5) Total reimbursements for fiscal year 2023-2024 to SUBCONTRACTOR by COUNTY under this contract shall not exceed **\$290,000.00** in completion of these services without express written amendment signed by both parties to this Agreement. This Agreement shall commence on July 1, 2023 and continue through June 30, 2024 unless terminated as provided herein. Work performed between July 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified. This total reimbursement includes any amendment within the fiscal year of 2023-2024.
- (6) SUBONTRACTOR will access Division of Vocational Rehabilitation (DVR) funding as a resource. Client services shall not be reimbursed under this agreement when the same services are paid for under the Rehabilitation Act of 1973, DVR, P.L. 94-142 (Public Education), or are being funded under PASS/IRWE.
- (7) 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. If SUBCONTRACTOR contracts directly with Social Security to provide covered services under a PASS/IRWE, COUNTY agrees that funding intended for those Clients shall be excluded from this agreement.

D. DEBARMENT

By signing this Agreement, the SUBCONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The SUBCONTRACTOR agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The SUBCONTRACTOR must immediately notify the County if, during the term of this Agreement, the SUBCONTRACTOR becomes debarred. The County may immediately

terminate this Agreement by providing the SUBCONTRACTOR written notice, if the SUBCONTRACTOR becomes debarred during the term of this Agreement.

E. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the COUNTY determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the COUNTY, at its sole discretion, may: (1) Terminate this agreement; (2) Renegotiate this Agreement under the revised funding conditions; or, (3) Suspend the SUBCONTRACTOR's performance under this Agreement upon five (5) business days' advance notice to the SUBCONTRACTOR, if the COUNTY determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow the SUBCONTRACTOR's performance to resume prior to the normal completion date of this Agreement.

F. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBCONTRACTOR

If overpayments or erroneous payments have been made to the SUBCONTRACTOR under this Agreement, the COUNTY will provide notice to the SUBCONTRACTOR and the SUBCONTRACTOR shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If the SUBCONTRACTOR fails to make timely refund, the COUNTY may charge the SUBCONTRACTOR one percent (1%) per month on the amount due, until paid in full.

G. RECORDS AND DOCUMENTS REVIEW

- (1) The SUBCONTRACTOR must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement.
- (2) The SUBCONTRACTOR must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- (3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

H. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

- (1) SUBCONTRACTOR shall immediately report to the COUNTY any failure to perform under this Agreement.
- (2) Along with every request for reimbursement under this Agreement, the SUBCONTRACTOR shall submit a Monitoring Certification using the form attached as Exhibit B for purposes of the County performing the risk assessment of the SUBCONTRACTOR and compliance monitoring of this Agreement that is required under the Program Agreement.

I. MISCELLANEOUS

- (1) DSHS Developmental Disabilities Administration (DDA) shall determine client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.
- (2) DSHS Developmental Disabilities Administration (DDA) shall notify COUNTY of persons authorized for services reimbursed under this agreement. Only persons referred to COUNTY by DDA through a County Service Authorization, (CSA) shall be eligible for services reimbursed under this agreement.

- (3) The SUBCONTRACTOR'S relation to the COUNTY shall at all times be that of independent SUBCONTRACTOR. Any and 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.
- (4) 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.
- (5) 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.
- (6) 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. The Contractor will participate in the Worker's Compensation and Employer's Liability Insurance Program as may be 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 two million dollars (\$2,000,000.00) per occurrence and an 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
- (7) 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/error and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
- (8) It shall be the responsibility of the SUBCONTRACTOR to ensure 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.
- (9) 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, offset against funds due the SUBCONTRACTOR from the COUNTY.
- (10) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.

- (11) 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. The COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.
- (12) 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. All insurance policies obtained by the SUBCONTRACTOR shall be primary to any equivalent or applicable policies held by the COUNTY. All insurance policies obtained by the SUBCONTRACTOR shall include a waiver of subrogation rights. Any insurance self-insured retention, deductible or risk retention maintained, or participated in, by the COUNTY shall be excess and shall be non-contributory to the insurance policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract. All policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract must be endorsed to show this primary coverage.
- (13) The COUNTY will pay no progress payments under Section C until the SUBCONTRACTOR has fully complied with this section. 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.
- (14) 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.
- (15) 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.
- (16) The SUBCONTRACTOR shall comply with the WA State Department of Labor and Industries Minimum Wage Act, RCW 49.46, acknowledging persons with disabilities participating in job assessments are not considered employees.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.

- (21) COUNTY reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that contractual terms are not fulfilled, or if expected or actual funding from the Department of Social and Health Services Division of Developmental Disabilities 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.
- (22) 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 SUBCONTRACTOR and a third-party subcontractor must contain all provisions of this Agreement and the third-party subcontractor must agree to be bound by all terms and obligations found in this agreement.
- (23) The parties agree that:
- (a) No representation or promise not expressly contained in this Agreement has been made.
 - (b) They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.
 - (c) This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- (24) Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
- (25) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- (26) The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
- (27) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
- (28) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.
- (29) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- (30) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- (31) 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.

(SIGNATURES FOLLOW ON NEXT PAGE)

ADOPTED THIS 4th day of December, 2023

By: [Signature]
Greg Brotherton, Chairman
Jefferson County Board of Commissioners



By: [Signature]
Taylor Webster, Executive Director
Cascade Community Connections, LLC

ATTEST:

By: [Signature] 12/4/23
Carolyn Galloway, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: [Signature] November 2, 2023
Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK INDIVIDUAL SUPPORTED EMPLOYMENT

I. WORK STATEMENT

SUBCONTRACTOR shall provide Individual Supported Employment Services for program clients as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis pursuant to Section C., Reimbursements of this contract.

II. PROGRAM DESCRIPTION

A. Program Goals:

1. To support and strengthen Cascade Community Connections' capacity to provide quality, cost effective individual supported employment services.
2. To assure that businesses employing individuals with developmental disabilities in Jefferson County will meet the Employment Quality Indicators from the County Guide to Achieve Developmental Disability Administration's Guiding Values.
3. To provide employment services that are designed to meet specific needs of individuals based on personal preferences and individualized goals and outcomes.
4. To provide appropriate job matching and necessary vocational support services to assure that program clients placed in individual community jobs maintain continuous employment for at least one year.
5. To provide Pathway to Employment Plan facilitation, a discovery process, detailed action steps/timelines that will serve as a transition tool towards the advancement of the individual's pathway and as an aid in the implementation of matching program clients to appropriate employment services in the community.
6. When appropriate, to provide assessment and consultation, in order to identify and address existing barriers to employment for individuals who have not yet achieved their employment goal, through consulting and assessment. (This is in addition to supports received through Supported Employment services or Group Employment services for individuals who have not yet achieved their employment goal).
7. Clients in an Employment program will be supported to work toward a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six hours per month.
8. To identify settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. Clients will not access these settings because they are presumed not to be home and community-based.

B. Definitions

1. Individual Supported Employment or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
2. Placement is defined as employment in a first job or in multiple jobs arranged by SUBCONTRACTOR for 90 calendar days. Placements may be: full-time, average work week of 20 to 40 hours; part-time, average work week of 12 hours to 20 hours, or less than average work week of 2 to 12 hours.

3. Replacement is defined as being assisted by the same SUBCONTRACTOR in any subsequent employment (second, third, fourth job, etc.) for 90 calendar days. Employment may be full-time, part-time, or other as defined in B.2 above.
4. Placement and Replacement Services may include: vocational counseling and job analysis to assist in the identification of work objectives and the job match process; job development, locating a suitable community job for the worker; initial placement and post-hire training of the supported employee, employer and/or coworkers at the employment site; job restructuring and worksite modifications; supporting the worker, employer, and other interested persons (parents, unions, other employees, etc.) to develop natural workplace supports and ensure stability on the job; assisting the worker to obtain other services necessary for continued employment; feedback to the worker, COUNTY and to DDA Field Services regarding progress and/or problems.
5. Follow along Services begin at the time of placement or replacement and may include: visiting with the worker, the employer, and other interested parties (parents, unions, etc.) to insure stability on the job; providing feedback to the worker, COUNTY, and to DDA Field Services regarding progress and/or problems; counseling the worker and his/her family on vocational issues.
6. The development of an Individual Employment Plan that will serve as a transition tool toward the advancement of the individual's employment pathway and as an aid in the implementation of matching program clients to appropriate employment services in the community.
7. Planning is defined as facilitating the development of a Pathway to Employment Plan; delineating individual vocational skills, experiences, preferences, strengths, support needs, skills, goals and objectives, education on system navigation and the Discovery Process related to vocational skills and capabilities.
8. Implementation of the Action Steps that detail tasks timelines and entities responsible for leading to the community employment will reflect that 75% of the direct service hours with the client will be at employment sites in the community. The amount of service a client receives will be based on his/her demonstrated need, acuity level, and work history.

C. Program Requirements

1. The SUBCONTRACTOR will clearly communicate to the client and the COUNTY, prior to beginning service, an expected change in the maximum service hours per month the client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA Person Centered Service Plan; (PCSP) is the driver for service. The CMIS County Service Authorization and the updated Planned Rates information will not exceed the client's DDA PCSP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
2. If SUBCONTRACTOR is selected as the client's provider, SUBCONTRACTOR shall provide an Individual Employment/Vocational Client Plan for client's in service delineating individual skills, experiences, preferences, strengths, support needs, skills, and goals and objectives within 30 days of the beginning of services for the client, in order to promote Individual Employment. (Minimum Individual Employment/Vocational Client Plan elements are outlined in the reference document called "Criteria for Evaluation" available on the DDA website.)
3. SUBCONTRACTOR will provide a copy of the Individual Employment/Vocational Client Plan to the client, their CRM's, Guardian, the COUNTY, and others as appropriate.
4. SUBCONTRACTOR's employment services, may include a personal discovery process related to skills, capabilities, and goals; education on system navigation; facilitated plan development; action steps detailing steps, timelines, and entities responsible for the accomplishment of tasks of vocational services leading to employment.

5. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
6. Prior to beginning service or prior to an expected change in service, the provider will clearly communicate to the Client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the Client has received proper notification from DDA.
7. The amount of service the Client receives should match with the CMIS CSA and updated Planned Rates information
8. SUBCONTRACTOR will provide an individualized plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to their CRM, guardian and others as appropriate.
9. All Clients will be contacted by SUBCONTRACTOR according to Client need and at least once per month.
10. If Clients in Individual Employment, have not obtained paid employment at minimum wage or better within six (6) months, COUNTY will assure that the SUBCONTRACTOR will take the following steps:
 - i. Review the progress toward employment goals;
 - ii. Provide evidence of consultation with the family/Client; and
 - iii. Develop additional strategies with the family/Client, county staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
11. If after twelve (12) months the Client remains unemployed, SUBCONTRACTOR will assure that an additional review will be conducted. SUBCONTRACTOR will address steps outlined in the previous six (6) month progress report in the next six-month progress report.
12. For Individual Employment where the SUBCONTRACTOR is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval for the service provider to continue to provide long-term supports if needed.
13. If SUBCONTRACTOR fails to provide the minimum number of monthly service hours for the client, the COUNTY will advise the client, Parent/Guardian, and/or Residential Provider concerning the minimum and maximum number of service hours the client should be receiving and inform them of the option of choosing another Employment Provider.
14. SUBCONTRACTOR shall provide an Individual Employment/Vocational Client Plan for clients in Individual Employment delineating individual skills, experiences, preferences, strengths, support needs, vocational interests and goals and objectives within 30 days of the beginning of services for the client in order to promote Individual Employment.
15. SUBCONTRACTOR will use the new Employment Plan Report Form. (Minimum Employment/Vocational Client Plan elements are outlined in the reference document called "Criteria for Evaluation" available on the DDA website.)
16. SUBCONTRACTOR will provide a copy of the Employment/Vocational Client Plan to the Client, their CRM's, Guardian, the COUNTY, and others as appropriate.

17. SUBCONTRACTOR must ensure that Client Goals and Objectives are based on a Person-Centered Plan or an Individual Employment/Vocational Client Plan; that documentation, data collected, training reflects the goals and objectives; shows how it has identified and addressed support needs of each participant by demonstrating methods for providing individualized services outlined in a Client's Plan.
18. SUBCONTRACTOR must ensure that job coaching and supervision of program clients will be based on goals established in an Individual Employment/Vocational Client Plan. Client goals, training provided, and progress toward meeting goals shall be documented in each client record.
19. The Progress Report shall demonstrate how the individual is progressing on his/her goals and objectives, in order to assess if they are continuing to meet the individual's pathway to employment goals of the Individual Employment/Vocational Client Plan and the Progress Report shall describe the reasons for any shortfall concerning the action steps and propose steps for correction.
20. SUBCONTRACTOR will submit to the COUNTY, to the DDA Case Manager, to the Residential Provider, and Parent/Guardian a semi-annual Progress Report on each client. The SUBCONTRACTOR will use the new Employment Plan Report Form to report on the semi-annual progress of the client.
21. SUBCONTRACTOR shall schedule a review meeting every six (6) months for all program clients, (a minimum of twice a year for every client). For every new client, a meeting will be scheduled every six (6) months after the initial plan.
22. SUBCONTRACTOR shall schedule dates for the six (6) months reviews to COUNTY, DDA, client, guardian and Residential Services one month before the required meetings.
23. SUBCONTRACTOR shall provide an updated Semi-Annual Progress Report for every program client at or before the six (6) month review meeting. The Progress Report shall demonstrate how the individual is progressing on his/her goals and objectives, in order to assess if they are continuing to meet the individual's pathway to employment goals of the Individual Employment/Vocational Client Plan and the Progress Report shall describe the reasons for any shortfall concerning the action steps and propose steps for correction.
24. The Semi-Annual Progress Reports with updated Action Steps, will reflect that 75% of the direct service hours with the client will be at employment sites in the community. The focus will be on real work experience in a community setting delineating individual skills, experiences, preferences, strengths, support needs and vocational interests.
25. SUBCONTRACTOR will submit a copy of the updated Semi-Annual Progress Report with updated Action Steps of the Individual Employment/Vocational Client Plan to the Client, the DDA case manager, the COUNTY Coordinator, and Residential Support Staff/ Parent or Guardian within two weeks of the semi-annual meeting.
26. SUBCONTRACTOR will submit Semi-Annual Progress Reports with updated Action Steps on each client to the COUNTY for feedback and approval. Disregarding or lack of follow-through on this step will hold up monthly billing and continued authorization for funding.
27. All clients will be contacted by SUBCONTRACTOR according to client need, and at least once a month.
28. The client may request to participate in Community Inclusion activities or the client may choose to remain in an Employment Program. When requesting to participate in the Community Access services, the client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing Community Access services.
29. If a Client has not obtained employment after 6 months, the SUBCONTRACTOR will assure the COUNTY that the following steps were taken:
 - Review of progress towards employment goals;
 - Provide evidence of consultation with family/client; and
 - Development of additional strategies with family/client, contractor staff, employment staff, and CRM, is there documentation of these strategies.

30. The SUBCONTRACTOR will clearly communicate to the COUNTY and the client prior to beginning service, or when there is an unexpected change in the maximum service hours per month the client can expect to receive; and service changes will not occur until the client has received proper notification from DDA.
31. SUBCONTRACTOR must ensure that every Client file has a copy of DDA Client Service Authorization (CSA), a copy of the participant's DDA Person Centered Service Plan; (PCSP), and/or the Individual Employment Plan, as applicable.
32. SUBCONTRACTOR must ensure that all Incident Reports are retained in client files; that they have a policy to retain records at least 5 years; that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each participant on the face sheet of the client file; that the emergency and contact information is updated yearly, or when needed; and that services are provided in a natural or integrated environment or there is a goal to achieve that.
33. Worker wages shall be commensurate with the local industry accepted norms and comply with applicable Federal Department of Labor standards.
34. Recommendations for program participant's termination in Individual Employment or transfer into another Individual Employment agency must be authorized by the DDA Case Manager, and will be reviewed in consultation with the COUNTY and others as appropriate. SUBCONTRACTOR will facilitate the development of a transition plan and schedule. The transition plan will be developed in consultation with the client, DDA case management, COUNTY, family members and other service providers as applicable and within 30 working days of clients request to change agencies.
35. SUBCONTRACTOR must ensure there is a legal requirement and a clear delineation for staff qualifications and proof of background criminal history clearance in accordance with SUBCONTRACTOR is required pursuant to RCW 43.43.830-845 RCW 74.15.030, and Chapter 388-06 WAC on all staff.
36. SUBCONTRACTOR shall submit a written Program Staff Training Plan to COUNTY for approval or disapproval within 30 days of the effective date of this agreement, semi-annually thereafter or when reorganization occurs, which minimally includes SUBCONTRACTOR's procedure to train new direct service staff. The training must include:
 - DDA Policies & Competencies
 - RCW's & WAC's as referenced under Section B, Obligations.
 - Agency policies & procedures
 - Skills on how to instruct/teach clients
 - Skills on how to document data collection, daily/weekly notes & 6-month reports in client files
 - Skills on how to write Individual Employment/Vocational Client Plans and/or Person-Centered Plans (creating client vocational goals/objectives)
 - SUBCONTRACTOR's plan to provide staff that are skilled in applying training techniques to enhance the work-related skills of program clients
 - FTE levels job descriptions and organization charts pertaining to program staff
 - SUBCONTRACTOR is required to send three direct service staff to a minimum of 16 hours of workshops, trainings and/or conferences about developmental disabilities and employment, for a total of 48 hours. Should SUBCONTRACTOR fail to access trainings for direct service staff, the SUBCONTRACTOR will reimburse the COUNTY at the rate of 40.00 an hour for every hour of training not accessed for staff (for not more than a total of \$1,920.00)
37. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented training's every six (6) months.
38. SUBCONTRACTOR must assure that new staff are informed specifically of all agency policies/procedures and have documentation that assures all direct service staff 18 years of age or older are trained in the following DDA Policies Prior to Working with Clients: ADA training, APS Reporting Requirements, Client confidentiality, Current individual instruction and Action Steps/Vocational Plans for each Client with whom the employee works, DDA Policy 4.11 Working Age Adult (adult services only), DDA Policy 5.06, Client Rights, DDA Policy 5.13, Protection from Abuse: Mandatory Reporting, DDA Policy 12.01 Incident Management.

39. SUBCONTRACTOR must ensure that new direct service staff demonstrate the following competencies:
 - i. Values that support the abilities of individuals
 - ii. Effective Communication – The ability to effectively listen and to make oneself understood
 - iii. Planning methods
 - iv. Crisis Prevention and Intervention
40. Within one month of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Overview of DDA Policies including: DDA Policy 3.01 Service Plans, DDA Policy 5.03 Client Complaints, DDA Policy 5.17 Physical Intervention Techniques, DDA Policy 6.13 Employment/Day Program Provider Qualifications, DDA Policy 13.04 DRW Access Agreement, DDA Policy 15.03 Community Protection Standards for Employment/Day Programs and all reporting requirements related to these DDA Policies.
41. Within six months of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Program skill development, DDA Policy 5.02 Necessary Supplemental Accommodation, DDA Policy 5.14 Positive Behavior Support, DDA Policy 5.15 Use of Restrictive Procedures, DDA Policy 9.07 HIV and AIDS and Program Skill Development.
42. SUBCONTRACTOR will have signed documentation that Staff training took place within the timelines listed above in Section C-Number 36-37.
43. Within 30 days of the effective date of this agreement, and semi-annually thereafter, SUBCONTRACTOR will develop and submit to COUNTY an Individual Employment program operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations.
44. Semi-annually, SUBCONTRACTOR will develop and submit to COUNTY Individual Employment program financial reports reflecting the actual revenues received and expenses incurred compared to the projected program budget submitted.
45. The SUBCONTRACTOR will on an annual basis sponsor the surveying of participants, their families, and their support networks and employers regarding customer satisfaction. The SUBCONTRACTOR will design Customer/Client survey forms. Upon request, the SUBCONTRACTOR will send the COUNTY copies of the surveys received from participants, their families, their support networks and employers.

D. Performance Standards

1. SUBCONTRACTOR shall provide Individual Employment services that are referred for service by DSHS/DDA and have been authorized by the COUNTY.
 - i. Job development, job coaching, follow-along and replacement services as necessary
 - ii. for Individual Employment Clients
 - iii. Individual Employment/Vocational Client Plan must contain:
 - (a) Action Steps detailing steps, timelines and entities responsible for the accomplishment of tasks leading to employment,
 - (b) Provide the minimum number of monthly service hours for the client,
 - (c) Implement Action Steps that affirm 75% of the direct service hours with the client will be at employment sites in the community.

E. Service Level Guidelines

1. Client Employment Acuity is determined through the DDA assessment. Acuity reflects conditions typically related to the individual's disabilities that are not likely to change, and are generally not impacted by outside factors. Client acuity is determined as either "High", "Medium" or "Low" as defined within WAC 388-828. Other considerations are generally related to the job or service environment which may impact the individual's level of support, regardless of acuity.

2. Employment Service Levels reflect Client Employment Acuity and other considerations (see *Table One-Base Hours* below); the Guidelines typically reflect direct service staff time provided to or on behalf of the client to pursue or maintain employment. You may be eligible to receive additional add on hours (see *Table Two, Add-On Hours* below).
3. Short-term Employment Supports is a service that allows DDA to approve additional service hours in addition to the amount of your employment service Base Hours and Add-On Hours for up to three months when:
 - i. You are beginning a new job; or
 - ii. There is a planned or unexpected change in your job or job duties; or
 - iii. Your current employment is at risk and short-term supports are needed to assist you in maintaining your current job.
4. The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Individual Employment Plan.

Allowable activities are defined in the Employment Phases and Billable Activities.

TABLE ONE-Base Hours

DDA DETERMINES YOUR EMPLOYMENT SERVICE LEVEL USING THE FOLLOWING TABLE:			
CLIENT ACUITY LEVEL IE:	YOUR EMPLOYMENT STATUS IS:	THEN YOUR EMPLOYMENT SERVICE LEVEL IS:	AND YOUR EMPLOYMENT SERVICE BASE HOURS PER MONTH MAY BE:
NONE	WORKING	A	0
	NOT WORKING	B	0
LOW	WORKING	C	4
	NOT WORKING	D	7
MEDIUM	WORKING	E	7
	NOT WORKING	F	9
HIGH	WORKING	G	11
	NOT WORKING	H	12

TABLE TWO-Add-On Hours

DDA USES THE FOLLOWING TABLE TO DETERMINE THE MAXIMUM NUMBER OF ADD-ON HOURS YOU ARE ELIGIBLE TO RECEIVE.	
IF YOU MEET ONE OF THE BELOW CONDITIONS AND YOUR EMPLOYMENT LEVEL IS:	YOU MAY BE ELIGIBLE TO RECEIVE UP TO THE FOLLOWING AMOUNT OF ADD-ON HOURS:
A	0
B	0
C	5
D	7
E	5
F	7
G	12
H	14

F. Individual Employment Unit of Service

1. One UNIT of Individual Employment/Individualized Technical Assistance service is defined as one (1) "HOUR" of direct service or assigned service level to one eligible client. An "HOUR" is at least fifty (50) minutes of direct service; (partial hour to the quarter may be recorded); ten (10) minutes of every "HOUR" of direct service or assigned service level to one eligible client can be used for documentation and/or meeting times or ASSIGNED SERVICE LEVEL as defined in Section D, Performance Standard, Number 1 and 2.
2. Individual Employment service support hours will be based on the client's Individual Employment Level per WAC.
3. One UNIT of Individual Employment service is \$105.60 and is defined as one "HOUR" of direct service to one eligible client.