615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org
Consent Agenda

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

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

DATE: May 13, 2024

SUBJECT: Agenda Item – Amendment #1 to the Professional Services Agreement – Cascade Community Connections for Community Inclusion Services; July 1, 2023 – June 30, 2024; An increase of $85,199.56 in funding; ($23,199.56 in additional funding for Community Inclusion Services and $62,000.00 in Outcome Payments for Community Inclusion Plans); for a total of $285,485.56; for the term of this agreement

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STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division is requesting Board approval of Amendment #1 to the Professional Services Agreement with Cascade Community Connections; to provide Community Inclusion Services; and to provide outcome payments for Community Inclusion Plans; July 1, 2023 – June 30, 2024; an increase of $85,199.56 in funding; ($23,199.56 in additional funding for Community Inclusion Services and $62,000.00 in outcome payments for Community Inclusion Plans); for a total of $285,485.56; for the term of this agreement.

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

Amendment #1 to the Professional Services Agreement with Cascade Community Connections; is for Community Inclusion Services. Community Inclusion means individualized services provided in integrated community settings with other individuals without disabilities. Cascade Community Connections will provide activities that are tailored to the Client's individual needs, interests, and abilities; provide opportunities typically experienced by the general public of similar age in their local community; accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff.

Community Inclusion services may be authorized for individuals age 62 and older. These services may be also be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

In addition; the County will pay Cascade Community Connections; an outcome payment of $2,000.00 per Community Inclusion Plan; that scores a minimum of 20 points, (out of 24 points) on the Community Inclusion Plan Quality Review Tool.

Cascade Community Connections will be required to use the Community Inclusion Scoring Tool for each Community Inclusion Plan submitted to the County for an outcome payment. The County will review 100% of the Community Inclusion Plans and the Scoring Tools to ensure that Cascade Community Connections has met the requirement of a quality plan, before an outcome payment is granted.

Outcome payments will be available for six months; beginning 01/01/2024 and ending 06/30/2024; and will offered for an initial/annual plan or for a six-month review.

FISCAL IMPACT/COST BENEFIT ANALYSIS :

Funding for the agreement with Cascade Community Connections is through the Developmental Disabilities Administration or DDA, under DSHS; and is identified in the budget under Community Inclusion Services and Staff Training.

RECOMMENDATION:

Jefferson County Public Health, Developmental Disabilities Division is requesting Board approval of Amendment #1 to the Professional Services Agreement with Cascade Community Connections; to provide Community Inclusion Services; and to provide outcome payments for Community Inclusion Plans; July 1, 2023 – June 30, 2024; an increase of $85,199.56 in funding; ($23,199.56 in additional funding for Community Inclusion Services and $62,000.00 in outcome payments for Community Inclusion Plans); for a total of $285,485.56; for the term of this agreement.

REVIEWED BY:

Mark McCauley, County Administrator

5/6/24
Date

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Cascade Community Connections- Amendment #1 Contract No: DD-23-068-A1

Contract For: Community Inclusion Services/Outcome Payments, Amend 1 Term: July 1, 2023 to June 30, 2024

COUNTY DEPARTMENT:	Public Health
Contact Person:	Anna Mc Enery
Contact Phone:	360-385-9410
Contact email:	amcenery@co.jefferson.wa.us

AMOUNT: An increase of $85,199.56 for a total of $285,485.56

Revenue: $85,199.56

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # PH fund #127

Munis Org/Obj HDD 670 -12768067

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☑ **RFP or RFQ**
- ☐ **Other:**

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ■ **N/A:** ☐ Signature Feb. 13, 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 Feb. 13, 2024 Date

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

Electronically approved by Risk Management on 2/15/2024.

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

Electronically approved as to form by PAO on 2/15/2024.
Contract Amendment.

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 #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 Community Inclusion Services 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 $23,199.56 in additional funding for Community Inclusion Services rendered during the term of July 1, 2023 through June 30, 2024; and $62,000.00 in funding for Community Inclusion outcome payments rendered during the term of January 1, 2024 through June 30, 2024. Total compensation under this Agreement shall not exceed $258,485.56; without express written amendment signed by both parties.

3. The County will pay Cascade Community Connections; an outcome payment of $2,000.00 per Community Inclusion Plan; that scores a minimum of 20 points, (out of 24 points) on the Community Inclusion Plan Quality Review Tool.

4. The Subcontractor will be required to use the Community Inclusion Scoring Tool for each Community Inclusion Plan submitted to the County for an outcome payment. The writer and the reviewer shall not be the same individual; each individual will be required to sign the Community Inclusion Plan and the Scoring Tool and submit both.

5. The County will review 100% of the Community Inclusion Plans and the Scoring Tools to ensure it is a quality plan. The County will document the review to indicate the Subcontractor has met the requirement before an outcome payment is granted.

6. Outcome payments will be available for six months; beginning 01/01/2024 and ending 06/30/2024; and will be offered for an initial/annual plan or for a six-month review.

7. DDA will be monitoring the reviewed Community Inclusion Plans and will request a sample of the documented Scoring Tools during the FY2024 monitoring cycle.

8. Work performed between July 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.

9. All other terms and conditions of the agreement will remain the same.

Dated this_____day of_____, 2024

By: _____
Kate Dean, Chair
Jefferson Board of County Commissioners

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

ATTEST:

By: _____
Carolyn Gallaway, Date
Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

By: P. C. Hunsucker February 15, 2024
Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

SUBCONTRACT FOR PROFESSIONAL SERVICES
COMMUNITY INCLUSION SERVICES
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 Community Inclusion Services to persons with developmental disabilities in Jefferson County. The term of this agreement is July 1, 2023 through June 30, 2024. Either party upon 60 days' written notice may terminate this Contract. 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) **Community Inclusion" or "CI":** means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support, per **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 provide background checks, pursuant to RCW 43.43.830-845, RCW 74.15.030, and Chapter 388-06 WAC, which state that 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 Chapter 388-06 WAC.

(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; and,

(c) Criteria for Evaluation: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Criteria%20for%20Evaluation%202021-2023.docx

(12) 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.

(13) The DRW Access Agreement with DDA, assures that the COUNTY and SUBCONTRACTORS have reviewed the Access Agreement. The Access Agreement covers DRW's access to individuals with developmental disabilities, to clients, to programs and records, to outreach activities, to authority to investigate allegations of abuse, neglect, and other miscellaneous matters, and it is binding for all providers of DDA contracted services.

(14) 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).

(15) 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

(16) 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

(17) SUBCONTRACTOR shall assure that they have policies that protect individual rights; include but are not limited:

(a) Respectful staff-to-client interactions

(b) A person's right to be treated with dignity, respect and free of abuse;

(c) A person's right to privacy; and

(d) Safeguarding personal information.

(18) 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.

(19) SUBCONTRACTOR will encourage participant involvement in policy development.

(20) SUBCONTRACTOR shall update Client Intake Forms every 6 months during the Client Review meeting.

(21) 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).

(22) SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.

(23) 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.

(24) 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 and Day Program Services Providers.
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy6.08.pdf

(25) SUBCONTRACTOR shall track and analyze incident reports for potential trends and patterns.

(26) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

(27) SUBCONTRACTOR shall provide evidence that it employs typical safety protection based upon the environment the client is working or receiving services in.

(28) 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.*

(29) The 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

(30) 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 by following, DDA– Data Security Requirements.

(31) 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.

(32) 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.

(33) 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.

(34) 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 contact 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.

(35) 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.

(36) 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.

(37) 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

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

(39) 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.

(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.

(41) SUBCONTRACTOR shall provide the following:

(a) Equal Access: SUBCONTRACTOR will assure equal access to persons who do not speak or have 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*). https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy5.05.pdf

(b) 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.

(c) 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.

(d) 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.

(e) Performance Plan: SUBCONTRACTOR has a written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance. The performance plan must include performance indicators that address diversity, equity and inclusion efforts. 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

(f) Quality Assurance Plan: SUBCONTRACTOR has a written quality assurance plan that evaluates Client progress every 6 months by looking at:

1. Looking at Quantitative-(Data) vs. Qualitative-(Narrative)

(g) 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.

(h) 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 they are revised.

(i) 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.

(j) Safety: SUBCONTRACTOR will provide evidence that it employs safety protection based on the environment in which the participant is working or receiving services.

(k) Integration: Employment and day services must show evidence that the agency adheres to the Medicaid 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.

(42) 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.

(43) SUBCONTRACTOR shall provide an Adult Community Inclusion Plan that identifies and addresses the individualized goals and support needs for each client. Plans must consider individualization, integration and safety.

(a) The Community Inclusion Plan will:
1. Be developed by the SUBCONTRACTOR in collaboration with the COUNTY, the Client, their DDA Case Manager, Residential Staff, Guardian/Family Members and others as appropriate (the team).
2. Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and their guardian if any.
3. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members.
4. Plans will be reviewed and signed annually.

(b) The Community Inclusion Report Plans will also include the information listed below:
1. Current date:
2. Timeline for the Plan

3. Client's name: first and last
4. Client ADSA ID
5. The client's skills, gifts, interests, and preferred activities
6. The Community Inclusion goal. The goal needs to relate to one or more of the following (per the County Guide to Achieve Developmental Disability Administration Guiding Values): https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/County%20Guide%20Guiding%20Values%202018.docx

    a. Identify integrated community places where the individual's interest, culture, talent, and gifts can be contributed and shared with others with similar interests
    b. Identify clubs, associations, and organizations where the individual can be a member and have decision-making capacities
    c. Identify opportunities where the individual can contribute to the community by participating in new and interesting activities or activities the individual enjoys
    d. Building and strengthening relationships between family members and members of the local community, who are not paid to be with the person
    e. The Support Assessment subscale that most relates to the goal (Community Living, Lifelong Learning, Employment, Health & Safety, Social, and Protection & advocacy)
    f. Measurable strategies (action steps and supports) to meet the goal
    g. Identification of persons and/or entities available to assist the client in reaching their long-term goal
    h. Identification of other accommodations, adaptive equipment, and/or conditions critical to achieve the goal

(44) SUBCONTRACTOR will assure that each client is assisted to participate in typical and integrated activities, events and organizations in the client's neighborhood or local community in ways similar to others of same age.

(45) The SUBCONTRACTOR will assure that all services relate to the client's individually identified goal(s) as outlined in their plan.

(46) SUBCONTRACTOR will assure that each client is assisted to take part in activities on an individualized basis.

(47) SUBCONTRACTOR will assure that each client is provided the opportunity for connection and relationship building between the client and people without disabilities and who are not paid to provide services to the client. This also includes the development of natural supports and fading of paid staff support.

(48) SUBCONTRACTOR will assure that each client's service activities and the outcome of those activities are documented.

(49) The SUBCONTRACTOR will invite the COUNTY to all six-month client meetings at least 20 days before the meeting occurs.

(50) 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.

(51) The SUBCONTRACTOR will document all services that relate to the participant's individually identified goal(s) as outlined in their six-month plan.

(52) 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*.

(53) SUBCONTRACTOR shall comply with all applicable federal, state and local fire, health and safety regulations and the following:

(a) All services for persons with developmental disabilities must be provided with attention to their health and safety.

(b) Current policies address confidential / private information for participant and their documents.

(c) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

(54) Make available for inspection, review, or audit by COUNTY DD Coordinator at all reasonable times: all work sites; all client records; records on productivity and client wages; and all documents, reports, and other data applicable to this agreement. The COUNTY shall monitor services delivered, and conduct at least one on-site visit with SUBCONTRACTOR during the period of this biennium to assure compliance with the DDA State Work Order.

(55) Within 30 days of the effective date of this agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide (a) company (b) program financial reports to COUNTY, including all revenues and expenses generated by SUBCONTRACTOR, in sufficient detail to demonstrate the uses of funds provided under this agreement.

(56) AUDIT REQUIREMENTS. Independent Audit will be submitted annually to the Jefferson COUNTY DD COUNTY Coordinator in the following manner:

(a) SUBCONTRACTOR must be able to maintain, account for and manage public funds in compliance with Generally Accepted Accounting Principles "GAAP" provide financial statements within nine months subsequent to the close of the subcontractor's fiscal year. 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. Copies of the audit and management letter shall be submitted to the Jefferson COUNTY Public Health within 9 months of the end of the SUBCONTRACTOR'S fiscal year.

(b) The SUBCONTRACTOR shall provide an independent audit of the entire organization which:

1. Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity the COUNTY and the SUBCONTRACTOR mutually approve.
2. Provide 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 OBM Circular A-133 or A-128, as applicable.
3. The SUBCONTRACTOR shall submit one (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.

(57) If the COUNTY 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 in the scope of this Agreement.

(58) 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.

(59) 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.

(60) SUBCONTRACTOR will provide COUNTY with Adult Community Inclusion Plans (or Person-Centered Plan/Profile), client goals, and a summary of progress towards meeting those goals on a bi-annual basis.

(61) Make available for inspection, review, or audit by COUNTY DD Coordinator at all reasonable times: all client records; and all documents, reports, and other data applicable to this agreement.

(62) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.

(63) 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) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR **$61.36** per unit of service, as defined in **Exhibit A, Statement of Work**.

(2) SUBCONTRACTOR will bill COUNTY on a monthly basis, on or before the 5th day of the month, for units of service provided under this agreement during the preceding month. SUBCONTRACTOR will submit a Monthly DDA Services Report (ADSA) form for its billings. 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.

(3) COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are inaccurate and/or complete.

(4) Total reimbursements for the fiscal year of 2023-2024 to the SUBCONTRACTOR by the COUNTY under this contract shall not exceed **$173,286.00** in completion of these services without express written amendment signed by both parties to this Agreement. 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.

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 COUNT, 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 as required by the State of Washington.

(b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than $1,000,000 each occurrence with the COUNTY named as an additional insured in connection with the SUBCONTRACTOR'S performance of the contract.

(c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars ($1,000,000.00) per occurrence and 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
   a. Personal Injury Liability, including extended bodily injury
   b. Broad Form Contractual/Commercial Liability - including completed operations
   c. Premises - Operations Liability (M&C)
   d. Independent Contractors and Subcontractors
   e. Blanket Contractual Liability

(7) All employees or subcontractors of the SUBCONTRACTOR who are required to be professionally certified by the State in the performance of services under this agreement shall maintain professional liability insurance in the amount of not less than one 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 there with, 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.

ADOPTED THIS 6 **day of** November **, 2023**

By: _____
Greg Brotherton, Chairman
Jefferson County Board of Commissioners

By: _____
Taylor Webster, Executive Director
Cascade Community Connections

JEFFERSON COUNTY COMMISSIONERS SEAL STATE OF WASHINGTON

ATTEST:

By: _____ Date
Signed for Carolyn Gallaway,
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: _____ October 12, 2023
Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK

COMMUNITY INCLUSION

I. WORK STATEMENT

SUBCONTRACTOR shall provide Community Inclusion services for program clients as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis, pursuant to Section E., Reimbursements, of this contract.

"Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff.
These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

II. PROGRAM DESCRIPTION

A. Program Goals

1. Transfer or reduction of specialized supports as a result of increased personal independence and/or community support systems.

2. Frequent opportunities to participate in community social, recreational, commercial, and/or volunteer/contribution activities also utilized by peer's/community members without disabilities.

3. Assisting individuals to participate in activities that promote individualized skill development, independent living, and Community Inclusion.

4. Activities that provide individuals with opportunities to develop personal relationships with others in their local communities and to learn to practice and apply life skills that promotes greater independence and community inclusion.

5. Development of social contacts, friendships, and support systems with people without disabilities.

6. Frequent outings on an individual basis away from their home setting.

7. An opportunity to acquire supplemental training in a volunteer/job situation to enhance versatility and individualized education/self-advocacy skill development necessary for new tasks in order to address growth and interaction needs.

B. Definitions

1. Community Inclusion is:

- an opportunity to experience choice, power, and status in the community
- an opportunity to build relationships, to contribute and, to feel a sense of belonging to the community
- opportunities to learn, to practice and apply life skills that promotes greater independence and community inclusion

- an opportunity to access generic resources with peers without disabilities
- an opportunity to access volunteer opportunities in order to enhance versatility
- an opportunity for self-advocacy and skill development for new tasks, and to contribute to the community

C. Program Requirements

1. SUBCONTRACTOR shall provide Community Inclusion Services. These services, as defined in Section II.B above & are in the Community Inclusion Billable Activities Form.

2. SUCONTRACTOR shall provide Monthly Community Inclusion service support hours that are based on the Client's Community Inclusion service level per WAC 388-828-9310.

3. SUBCONTRACTOR will assure that the initial Community Inclusion Plan and all 6-month Reports, adhere to the criteria detailed in this contract.

4. SUBCONTRACTOR shall provide an Individual Program Plan and/or Person-Centered planning/profiles delineating individual skills and needs within 30 days of the beginning of services with all program clients. The SUBCONTRACTOR will use the Community Inclusion Plan Report Form, which will serve as an aid in matching program clients to appropriate services in the community; and will serve as a transition tool towards the advancement of the individual's increased personal independence in the community; an opportunity to build relationships; to contribute and to feel a sense of belonging to the community, while accessing volunteer opportunities in order to enhance versatility and develops skills necessary for new tasks.

5. SUBCONTRACTOR shall provide evidence that volunteer opportunities comply with U.S. Department of Labor standards and applicable state standards.

   https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/whdfs14a.pdf

   https://www.dol.gov/whd/forstatelocalgovernments.htm

6. SUBCONTRACTOR shall schedule a six-month review of meetings for all program participants. The review shall include an assessment of the need for continued Community Inclusion services and an evaluation of the Individual Program plan goals and objectives in the form of a Semi-Annual Progress Report. The SUBCONTRACTOR shall use the Community Inclusion Plan Report Form, to report on the semi-annual progress of the client.

7. The 6-month Community Inclusion progress reports shall demonstrate the implementation strategy, client goals, and how the individual is advancing towards meeting the outcomes of his or her goals; training provided and a written synopsis showing progress toward meeting objectives or a description of the reasons for any shortfall concerning the outcomes and proposed actions for correction.

8. COUNTY shall receive the dates for the 6-month reviews for program clients 20 days before the required meetings.

9. SUBCONTRACTOR will assure that 6-month progress reports describe the service activities and outcomes of those activities by documenting them in each Client's progress reports; and that the reports are sent to the COUNTY, DDA Case Management, Residential Provider, Parent/Guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

10. The SUBCONTRACTOR will use the Community Inclusion Report Form, to report on the six-month progress of the client.

11. The SUBCONTRACTOR will review Quality Assurance questions during each six-month review.

12. The frequency of the Semi-Annual Progress Reports for this contractual period will be one every six (6) months after the initial plan.

13. SUBCONTRACTOR will contact every Client according to Client need and at least once per month.

14. Services shall promote the use of natural supports, which means personal associations and relationships typically developed in the community that enhance the quality and security of life for people, including but not limited to friendships reflecting the diversity of the neighborhood and the community, associations with fellow students in community classes, and associations developed through participation in clubs, organizations, and civic activities.

15. Evidence that the opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant.

16. Community Inclusion services will focus on activities that are typically experienced by the general public. Evidence that each participant is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

17. Services shall provide support to those individuals wishing to seek volunteer activities; such as using public transportation, assisting with referrals to the appropriate agencies, and other agreed upon vocationally related goals in preparation for volunteering.

18. The SUBCONTRACTOR shall provide coordination of activities to develop a diverse schedule of activities based on the client's needs and interests as connected to their Community Inclusion Program plan. Each participant is assisted to take part in activities on an individualized basis.

19. The SUBCONTRACTOR shall provide Community Inclusion services in the community that promote and achieve:
    (a) health and safety,
    (b) a positive image,
    (c) relationships,
    (d) increased competence,
    (e) individualized skill-building
    (f) and other expected benefits of Community Inclusion.

20. The SUBCONTRACTOR shall assess and document in the Community Inclusion Plan Report Form each participant's transportation needs. The Provider shall assist each participant to access public or specialized transportation for some activities sponsored as a part of Community Inclusion services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

21. Program participants must be authorized for service by the Developmental Disabilities Administration (DDA) and referred to the COUNTY. Only persons referred to COUNTY by DDA through a County Service Authorization, (CSA) shall be eligible for services reimbursed under this agreement.

22. A client receiving Community Inclusion services will not receive Employment services simultaneously.

23. A client receiving Community Inclusion services may at any time choose to leave Community Inclusion to pursue work and to receive Individual Employment services.

24. If a client is not satisfied with employment services after nine (9) months in an employment program, (an unsuccessful job search), the client may choose Community Inclusion services.

25. 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 RCW 43.43.830-845 and RCW 74.15.030 and Chapter 388-06 WAC on all staff.

26. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented trainings upon request.

27. 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:

(a) SUBCONTRACTOR's procedure to train new direct service staff, training must include,
- DDA Policies & Competencies (see Section C-Number 23-29)
- RCW's & WAC's referenced on page 1 & 2 of the County Contract 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

(b) skills on how to write Community Inclusion Client Plans and/or Person-Centered Plans (creating client goals/objectives)
(c) SUBCONTRACTOR's plan to provide staff who are skilled in applying training techniques to enhance the work-related skills of program clients
(d) FTE levels, job descriptions, and organization chart pertaining to program staff
(e) SUBCONTRACTOR is required to send four direct service staff to a minimum of 16 hours of workshops, trainings, and/or conferences about developmental disabilities. The COUNTY will reimburse the SUBCONTRACTOR at the rate of $40.00 an hour for every hour of training accessed for direct service staff (not more than a total of $640.00 for each staff person or $2,560.00 total).

28. SUBCONTRACTOR must assure 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 12.0 Incident Management.

29. SUBCONTRACTOR must ensure that new direct service staff demonstrate the following competencies:

(a) Values that support the abilities of individuals
(b) Effective Communication – The ability to effectively listen and to make oneself understood
(c) Planning methods
(d) Crisis Prevention and Intervention

30. *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.

31. *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.

32. SUBCONTRACTOR will have signed documentation that staff training took place within the timelines listed above in Section C-Number 26-30.

33. Within 30 days of the effective date of this agreement, and annually thereafter, SUBCONTRACTOR will develop and submit to COUNTY a Community Inclusion program-operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations. Within 30 days of the effective date of this agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide company and program operating financial reports to COUNTY, including all revenues and expenses generated by SUBCONTRACTOR, in sufficient detail to demonstrate the uses of funds provided under this agreement.

34. Every six months, SUBCONTRACTOR will develop and submit to COUNTY, Community Inclusion financial reports reflecting the actual revenues received and expenses incurred compared to the projected program budget submitted, along with the overall operating budget.

D. Performance Standards

1. SUBCONTRACTOR shall provide Community Inclusion services for up to three program clients who are authorized for service by DSHS/DDA and have been referred by COUNTY.

E. Service Level Guidelines

1. Client Acuity is determined through the DDA assessment. Acuity reflects conditions typically related to individual disabilities that are not likely to change, and are generally not impacted by outside factors. Client acuity is determined as "High", "Medium", or "Low" as defined within WAC 388-828.

2. 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.
   (a) That services the client is receiving relate to the client's Individual Habilitation Plan (IHP) (ICF/ID), PASRR Level II Assessment, DDA Assessment including the Person-Centered Service Plan (PCSP) and/or Individualized Family Service Plan (IFSP).
   (b) The Client's DDA Plan is the driver for service. The County Service Authorization and updated Planned Rates information will not exceed the Client's DDA County Service Authorization (CSA).
   (c) The amount of service the Client receives should match with the County Service Authorization (CSA) and updated Planned Rates information
   (d) All Clients will have 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.
   (e) A copy of the current annual DDA Assessment, Service Summary, and Employment Summary or PASRR Level II Assessment or IHP or IFSP if applicable, will be maintained in the client's file.

3. Service Level Guidelines reflect Client Acuity and other considerations, (see Table below); the assigned support levels typically reflect direct service staff time provided to or on behalf of the client on an individual basis, to participate in age appropriate community activities similar to those without disabilities. Allowable activities are defined in the Community Inclusion Billable Activities document.

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 Community Inclusion Plan.

COMMUNITY INCLUSION- ASSIGNED SERVICE LEVEL-
Monthly Support HOURS

ACUITY LEVEL	Monthly Support Hours
Level A	Up to 3 hours
Level B	Up to 6 hours
Level C	Up to 9 hours
Level D	Up to 12 hours
Level E	Up to 15 hours
Level F	Up to 18 hours
Level G	Up to 20 hours

F. Community Inclusion Unit of Service

1. One UNIT of Community Inclusion service is defined as one (1) or more "HOUR" of direct service or ASSIGNED SERVICE LEVEL to one eligible client. A UNIT is defined as an "HOUR" which is at least fifty (50) minutes of direct service; (partial hour to the quarter may be recorded), ten (10) minutes of every "HOUR" can be used for documentation and/or meeting times.

2. Community Inclusion service support hours per month will be based on the client's Community Inclusion Acuity Level per WAC.

3. SUBCONTRACTOR will provide a UNIT of service at $61.36 an HOUR.

EXHIBIT B – COMPLIANCE AND RISK MONITORING FORM

This Compliance and Risk Monitoring Form shall be submitted before the Subrecipient Agreement can be approved and also shall be submitted along with every request for reimbursement.

AGENCY CONTRACT NO: _____

DATE: 10/25/23

NAME OF SUBRECIPIENT: Cascade Community Connections/ACE IT

By signing below, I declare under penalty of perjury of the laws of the State of Washington and the United States that the forgoing is true and correct. (Check the applicable boxes.)

DATE	CERTIFICATION ITEM	YES	NO
10/25/23	Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State, or local department or agency	✓	
10/25/23	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property	✓	
10/25/23	Subrecipient is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property	✓	
10/25/23	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form one or more public transactions (Federal, State, or local) terminated for cause or default	✓	
10/25/23	Subrecipient has provided all written reports required by the Agency Contract and this Subrecipient Agreement as of the submission of this Compliance and Risk Monitoring Form	✓	
10/25/23	Subrecipient has provided any audit report received by it from any government agency since the last certification for its performance related to the Program Agreement	✓	
10/25/23	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed	✓	
10/25/23	All the work being billed for in the invoice being certified by this Compliance and Risk Monitoring Form actually has been performed, including any timesheet or other backup	✓	
10/25/23	Subrecipient agrees to submit to an audit within 30 days of a request from the County	✓	
10/25/23	Subrecipient has corrected any deficiencies identified since the last certification	✓	

Signed at Port Townsend (CITY), Washington (STATE).

Taylor Webster 10/25/23

SUBRECIPIENT SIGNATURE DATE

Taylor Webster

WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

11-6-23

COUNTY APPROVALSIGNATURE DATE

Commissioner Greg Brotherton

WRITTEN NAME OF PERSON APPROVING CERTIFICATION