

# Notice of Request for Qualifications



The Stevens County Developmental Disabilities Program (which is responsible for the provision of County Consumer Support Services to individuals with developmental disabilities in both Stevens, Ferry & Lincoln Counties) operated by Northeast Washington Alliance Counseling Services (NEWACS; a Department of Stevens County Government) is issuing a Request for Qualifications inviting interested applicants capable of providing employment and other day program services to individuals with developmental disabilities to apply.

**Continuous  
Open  
Enrollment**



## General Information | Background

Historically, individuals with developmental disabilities have experienced isolation, segregation, and poverty. Segregated environments separated those individuals from the natural routines, activities, and typical places where community members without disabilities usually spend their time. Over the years we have learned that supported employment services can offer excellent opportunities for individuals with disabilities and other community members to share common experiences and activities. It is the goal of the Stevens County Developmental Disabilities Program to assure the provision of excellent employment and other day program support services to individuals with developmental disabilities in Stevens, Ferry & Lincoln Counties. To this end, we seek to contract with employment agencies that are effective in finding and maintaining community based jobs with high wages and good benefits for people with developmental disabilities. However, developing high paying, community based jobs with good benefits is always a challenge, especially in rural areas with high unemployment and poverty rates. As a service system, we need to continue to improve the quality of rural employment services, increase options and choices, and offer supports that bring about inclusion, independence and pathways out of poverty for all people with developmental disabilities.

Both the County Guide to Achieve Developmental Disability Administration's Guiding Values and the Department of Social and Health Services (DSHS) / Developmental Disabilities Administration (DDA) [Policy 4.11: County Services for Working Age Adults \(the Working Age Adult Policy\)](#) express an expectation of employment with supports based on individual need and offered in ways that foster and promote choice, independence, productivity, financial security, benefits, and opportunities for advancements for all working people served by our system who are between 21 through 61 years of age. In addition to our state and county policies and guidelines, there is an effort on the part of the federal government to fund and support services that are individualized and have a measurable pathway to paid competitive employment.

## General Information | Requirement for Choice of Providers

Employment and other consumer support services for persons with developmental disabilities result in improved life quality and increased options and choices. Additionally, the State Developmental Disabilities Administration expects that individuals have a choice among qualified providers. Under State contract requirements, counties must solicit for qualified employment providers on a continuous open enrollment.

Therefore, the Stevens County Developmental Disabilities Program is seeking applications to a Request for Qualifications (RFQ) from current employment agencies and new organizations for the provision of employment and other consumer support services for eligible adults with developmental disabilities. In August of 2008, Stevens & Ferry Counties and in October of 2018, Stevens & Lincoln Counties entered into an Inter-local Agreement whereby Stevens County was authorized to provide various human services, including County Day Programs Services for adults with developmental disabilities, to the residents of Ferry & Lincoln Counties as authorized by law and by contract. ***Therefore, we seek applicants for this RFQ who can provide effective and efficient services in the combined service area of Stevens, Ferry & Lincoln Counties.*** This RFQ is a solicitation for qualifications and is not an offer, a guarantee, or a promise that the solicited qualifications will result in services to be contracted.

## **Application Preparation | Content Requirements**

1. Sealed applications shall contain all required attachments and information and be submitted to **the Stevens County Developmental Disabilities Program**.
2. The application (Attachment A) shall contain the following items:
  - a) RFQ Cover Sheet
  - b) Business Qualifications for Consumer Support Services
  - c) Program Qualifications for Consumer Support Services
3. One original and five copies of the application and attachments shall be submitted to the address identified on Attachment A. Faxed or emailed applications will not be accepted.

## **Application Preparation | Signature**

1. The RFQ Cover Sheet shall be signed by an authorized representative of the agency.

## **Application Preparation | Cost**

1. There are no start-up funds available to any agency.
2. The Stevens County Developmental Disabilities Program will not reimburse for any costs associated with preparing and/or presenting this application. All costs are the sole responsibility of the applicants.

## **Application Preparation | Unacceptable Applications**

1. Stevens County Developmental Disabilities Program reserves the right to reject any application for any reason including, but not limited to:
  - a. Applications which are incomplete, obscure, irregular or lacking necessary detail and specificity;
  - b. Any application that contains incorrect, misleading, or false information;
  - c. Any application from an agency that (in the sole judgment of the Stevens County Developmental Disabilities Program) lacks the minimum qualifications or responsibility necessary to perform the contracted work or meet the requirements for contracting with the County.

## **Application Preparation | Public Disclosure**

Washington State Public Records Act (Revised Code of Washington 42.56) requires public agencies in Washington to make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. If the applicant considers any portion of his/her submittal to be protected under the law, the applicant shall clearly identify on the page(s) affected such words as "CONFIDENTIAL", "PROPRIETARY", or "BUSINESS SECRET." If a request is made for disclosure, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the applicant of the request and allow the applicant

10 days to take whatever action it deems necessary to protect its interests. If the applicant fails or neglects to take such action within said period, the County will release that portion of the application deemed subject to disclosure. By submitting qualifications, the applicant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

### **Application Preparation | Questions & Interpretation of the RFQ**

No oral interpretations of the RFQ will be made to any applicant. All questions and any explanations must be requested in writing and directed to the Stevens County Developmental Disabilities Program. Oral explanations or instructions are not binding. Any information modifying the RFQ will be furnished to all applicants by addendum.

### **Application Preparation | Addendum**

In the event it becomes necessary to revise any part of this RFQ, an addendum shall be created and posted at the Stevens County website at <http://www.co.stevens.wa.us/Request%20for%20Proposals/Request%20for%20Proposals.htm>. The addendum will also be conveyed to those potential agencies providing an accurate email address. If desired, a hard copy of any addendum may be provided upon request. It is the applicant's responsibility to check the website periodically for any addendums.

### **Application Preparation | Schedule**

The Request for Qualification is continuous, open enrollment. However, every six (6) months, RFQ's will be evaluated and applicants will be notified in writing within 30 days after the due date. Request for Qualifications must be received by 5PM on the due date. The schedule is as follows:

| <b>MONTH</b>  | <b>EVENT</b>                        |
|---|-------------------------------------|
| November 30 <sup>th</sup> (if the 30 <sup>th</sup> falls on a weekend, it is due the Friday prior.) | RFQ Applications Due                |
| December 1 <sup>st</sup>  | RFQ Evaluation Begins               |
| December 31 <sup>st</sup>   | Written Notifications to Applicants |
| May 30 <sup>th</sup> (if the 30 <sup>th</sup> falls on a weekend, it is due the Friday prior.)      | RFQ Applications Due                |
| June 1 <sup>st</sup>  | RFQ Evaluation Begins               |
| June 30 <sup>th</sup>   | Written Notifications to Applicants |

## **Application Evaluation & Selection | Evaluation**

The Stevens County Developmental Disabilities Program will evaluate applications using the minimum criteria as set forth in this RFQ. The Stevens County Developmental Disabilities Program may request additional business and administrative information to determine the agency's ability to meet the terms and condition of the RFQ.

## **Application Evaluation & Selection | Onsite Visits**

When deemed advisable, and before any new contract is awarded, the Stevens County Developmental Disabilities Program reserves the right to arrange an onsite, pre-award review to determine the agency's ability to meet the terms and conditions of the RFQ.

## **Application Evaluation & Selection | Additional Contract Terms & Conditions**

The Stevens County Developmental Disabilities Program may introduce stipulations, additional terms and/or conditions as deemed necessary prior to the actual awarding of a contract.

## **Application Evaluation & Selection | Issuance of Contracts**

Determination that an agency is successful in meeting the minimum requirements of this RFQ does not constitute a commitment by Stevens County Developmental Disabilities Program to contract with the successful agency.

## **Contracted Agency Requirements | County Program Agreement**

The agency shall be able to meet all requirements in the Stevens County Day Program for Persons with Developmental Disabilities Program Agreement requirements and exhibits. Further, the agency shall be prepared to bill for services in accordance with the Stevens County Developmental Disabilities Program Billing Instructions. A sample standard Program Agreement and exhibits for the "Stevens County Day Program for Persons with Developmental Disabilities" is provided to inform applicants about the terms and conditions required by the County (Attachment B).

## **Contracted Agency Requirements | Insurance**

The agency shall, prior to entering into a contract with Stevens County Developmental Disabilities Program, meet full equal benefits and insurance coverage requirements as outlined in the standard contract. Requests for waivers for insurance requirements or reduction in limits will not be considered by the Stevens County Developmental Disabilities Program and will disqualify the agency's application.

## **Contracted Agency Requirements | Site Reviews**

Newly contracted agencies shall submit to a desk audit and site review conducted by the Stevens County Developmental Disabilities Program a minimum of one time during the first year of contracting.

# REQUEST FOR QUALIFICATIONS

*Open, Continuous Enrollment*

# ATTACHMENT A

Stevens County Developmental Disabilities Program  
165 E Hawthorne Ave | Colville, WA 99114  
509.685.0680 direct line

Date: \_\_\_\_\_

RFQ Title: Employment Services for Persons with Developmental Disabilities

RFQ Number: 2019-01-DD

Due Date: November 30<sup>th</sup> or May 30<sup>th</sup> by 5:00 PM

Applications will only be accepted within the timeframe specified on the Request for Qualifications.

### SUBMIT COMPLETED APPLICATION TO:

Stevens County Developmental Disabilities Program  
Attn: Lorie Sandaine, DD Program Manager  
165 E Hawthorne Ave | Colville, WA 99114

### APPLICANTS MUST COMPLETE AND SIGN FORM BELOW

Agency/Organization Name

Agency Address / City / State / Zip:

Authorized Representative Title:

Email:

Phone:

Fax:

The applicant(s) have read and will comply with the terms and conditions of the Stevens County "Day Program for Persons with Developmental Disabilities" Program Agreement requirements:

- YES
- NO

The applicant(s) certifies to the administrative and fiscal management capability and stability of the agency/organization to provide the services in accordance with the RFQ.

- YES
- NO

This application is submitted by:

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES**

The agency must be able to meet the qualifications listed below. The Stevens County Developmental Disabilities Program reserves the right to review all documentation and verify information provided in this section.

### **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Directions**

Current Stevens County Developmental Disabilities Program contracted agencies shall complete:

1. Business Qualifications for Consumer Support Services, Agency Requirements items #5, #6, #8 and
2. Business Qualifications for Consumer Support Services, Accreditation Section.

Requirements for all other items are already met under the Stevens County Developmental Disabilities Program Contract Review Process.

**Agencies that do not have a current Stevens County Developmental Disabilities Program employment contract shall complete all items.**

### **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Agency Requirements**

1. The agency is a legal entity eligible to conduct business in Washington State and maintains a current Washington State business license necessary to provide services

Yes       No      If yes, submit copy of license with RFQ

2. The agency has a written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished.

Yes       No      If yes, submit copy of plan with RFQ

3. The agency has developed and maintained an administrative/organizational structure that clearly defines responsibilities.

Yes       No      If yes, submit copy of the Organizational Chart with RFQ

4. The agency has job descriptions for staff that provide Day Program Services.

Yes       No      If yes, submit copy of the Job descriptions with RFQ

5. The agency and all employees seeking consideration for qualified provider status are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in any Program Agreement by any Federal department or agency. (Debarment information can be access at <https://exclusions.oig.hhs.gov/>).

Yes       No

6. The agency and all employees seeking consideration for qualified provider status can provide assurance that potential conflict of interest, real or apparent, will not arise in the provision of County Day Program services. Such a conflict will arise when one of the following employs, or is about to employ, any of the following who has financial or other interests in the client(s):

- a) The employee, officer, or agent;
- b) Any member of immediate family;
- c) Guardian/legal representative or other decision maker; or
- d) An agency that has financial or other interest in the client(s).

Yes       No      If yes, submit an attestation that no conflict of interest exists.

7. The Stevens County Developmental Disabilities Program desires that all agencies with a Stevens County Developmental Disabilities Program Agreement have a current DSHS/ DVR Community Rehabilitation Program contract or other DVR agreement and am able to serve both Stevens, Ferry & Lincoln Counties.

Yes       No      If yes, submit copy of evidence of with RFQ.

8. The Stevens County Developmental Disabilities Program desires that all agencies with a Stevens County Developmental Disabilities Program Agreement have a physical office space for the duration of the program agreement within both Stevens, Ferry & Lincoln Counties to ensure ease of access and efficiency of service to the individuals served.

Yes       No

If yes, submit copy of evidence of with RFQ.

If No, please explain how you will ensure availability and efficient service to clients served.

9. The agency has conducted a background criminal history clearance every three years of all employees, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and Chapter 388.06 WAC. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

Yes       No      If yes, submit evidence of background checks with RFQ.

10. The agency can ensure that at least one staff member has no less than two years of experience providing the service(s) for which the agency applying. Note: An “Employment Professional” certificate from Highline Community College will substitute for one year of experience with DDA Director approval.

Yes       No

If yes, submit evidence of experience related to the service(s) for which the agency applying for.

11. The agency can ensure that employees providing direct services are trained on each of the DDA Policies referenced below. Policies can be accessed at: <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>. Fact of training must be documented and retained in personnel files:

- a) DDA Policy 3.01: “Service Plans;”
- b) DDA Policy 4.11, “Working Age Adult;”
- c) DDA Policy 5.02: “Necessary Supplemental Accommodations;”
- d) DDA Policy 5.03: “Client Complaints;”
- e) DDA Policy 5.05: “Limited English Proficient Clients;”
- f) DDA Policy 5.06, “Client Rights;”
- g) DDA Policy 5.13, “Protection from Abuse: Mandatory Reporting;”
- h) DDA Policy 5.14: “Positive Behavior Support;”
- i) DDA Policy 5.15: “Use of Restrictive Procedures;”
- j) DDA Policy 5.17: “Physical Intervention Techniques;”
- k) DDA Policy 6.13, “Day Program Provider Qualifications;”
- l) DDA Policy 6.08, “Mandatory Reporting Requirements for Employment and Day Program Services Providers;”
- m) DDA Policy 9.07: “HIV/AIDS;”
- n) DDA Policy 12.01: “Incident Management;”
- o) DDA Policy 15.03: “Community Protections Standards for Employment/Day Programs.”
- p) First Aid and CPR (current)
- q) Waiver Fact Sheet

Yes       No

If yes, submit evidence of training on each policy for each employee who would provide County Day Program Services.

### **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Fiscal Accountability**

1. The agency maintains accounting procedures and control operations in accordance with generally accepted accounting procedures.

Yes       No

If yes, applying agencies must show cash reserves or a current line of credit to provide services for no less than two months of service. Provide this documentation with RFQ

2. The agency has a monitoring procedure in place to ensure expenditures do not exceed available authorized funding for clients served.

Yes       No

If yes, submit a projected budget for one year of services. Provide needed documentation with RFQ.

### **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Insurance**

1. The agency is self-insured, a member of a risk pool, or maintains insurance and can pay for losses for which it is found liable.

Yes       No      If yes, submit copy a certificate of insurance/coverage with RFQ

2. If the agency is not a member of a risk pool, the agency shall carry Commercial General Liability to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.

Yes       No      If yes, submit copy a certificate of insurance/coverage with RFQ.

### **BUSINESS QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Accreditation**

1. The Stevens County Developmental Disabilities Program requires that all agencies with a Stevens County Developmental Disabilities Program Agreement to provide Day Program Services meet one of the two conditions below:

     Accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF); or

For a provider who serves twenty (20) or fewer DDA clients, in lieu of CARF certification the provider may provide proof of successful employment placements. The number of successful placements will be based on the total number of clients currently served in employment type services, of which there must be evidence of thirty (30) percent successfully placed in a paid job at minimum wage.

Yes       No

If yes, submit copy a certificate of accreditation or proof of placement (for provider who serve < 20 clients) with RFQ.

## **PROGRAM QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES**

The agency shall meet all program qualifications listed below. The Stevens County Developmental Disabilities Program reserves the right to review all documentation and verification that demonstrates these qualifications. The Stevens County Developmental Disabilities Program may require a site visit, interviews with administrators, staff, participants, family members of participants, employers, educators, and State DVR or DDD staff that have worked with the agency. The Stevens County Developmental Disabilities Program may also view: documents; policies; procedures; participant satisfaction surveys; grievance and incident reports; staff training records; billing records; participant termination records; participant and staff orientation documents; individual participant plans and files; staff background checks; evidence of Department of Labor (DOL) compliance; verification of participant employment; wages and hours; and placement records that substantiate timely outcomes in a paid employment setting. The Stevens County Developmental Disabilities Program may also require lists or letters of references or support from individual participants, family members, employers or others in a relationship with the agency.

## **PROGRAM QUALIFICATIONS FOR CONSUMER SUPPORT SERVICES | Directions**

Stevens County Developmental Disabilities Program provides both Individual Supported Employment and Community Inclusion services. Therefore, qualified agencies must provide both services in all service areas. Agencies that do not have a current Stevens County Developmental Disabilities Program employment contract shall submit a narrative response for both service categories.

- a. The narrative response for following Sections under Business Qualifications for Consumer Support Services is limited to three pages or less per section:
  - i. Agency Requirements
  - ii. Fiscal Responsibility
- b. The narrative should provide concise but complete and detailed description of the agency's ability to meet the requirements.

**STEVENS COUNTY – VENDOR  
DAY PROGRAMS FOR PERSONS WITH  
DEVELOPMENTAL DISABILITIES  
PROGRAM AGREEMENT**

**No. 2015-01SC-CPS/DD**

**Effective January 1, 2018 – June 30, 2020**

This Agreement is by and between the Stevens County (hereinafter called “County”) and Career Path Services (hereinafter called “Vendor”), and includes the Terms and Conditions and Exhibits, attached and incorporated, and governs work to be performed between the parties. By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

IN WITNESS WHEREOF, the undersigned, by authority, has affixed his/her signature in execution thereof.

**STEVENS COUNTY**

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Terms and Conditions

1. Definitions Specific to Program Agreement: The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:
  - a. "Acuity Level" means the level of an individual's abilities and needs as determined through the DDA assessment.
  - b. "AWA" means ALTSA Web Access also referred to as the CMIS.
  - c. "Additional Consumer Services" refers to indirect Client service types as follows:
    - i. "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
    - ii. "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.
    - iii. "Other Activities" reserved for special projects and demonstrations categorized into the following types:
      1. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search."
      2. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
      3. "Partnership Project": Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).
  - d. "BARS" means DDA Budget and Accounting Reporting System.
  - e. "CSA" means County Service Authorization.
  - f. "CMIS" means the Case Management Information System also referred to as AWA.
  - g. "Client" means a person with a developmental disability as defined in Chapter [388-823](#) WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.
  - h. "County" means the county or counties entering into this Program Agreement.

- i. "Consumer Support" refers to direct Client service types as follows:
- i. "Community Access" or "CA": services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons' to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support (Individual Employment, Group Supported Employment or Pre-Vocational services) for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.
  - ii. "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
  - iii. "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
  - iv. "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
  - v. "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
  - vi. "Pre-Vocational Services" or "PVS": services are a part of an individual's pathway to integrated jobs in typical community employment. These services and supports are intended to be short term and should be designed to further habilitation goals that will lead to greater opportunities for competitive and integrated employment and career advancement at or above minimum wage. Services are provided by agencies established



to provide services to people with disabilities and offer training and skill development for groups of workers with disabilities in the same setting as well as individual support. Participants are provided at least monthly opportunities to experience typical community settings in support of their pursuit to integrated employment.

- j. "CRM" means the DDA Case Resource Manager.
- k. "DD" means developmental disabilities.
- l. "DDA" means the Developmental Disabilities Administration within DSHS.
- m. "DDA Region" means the DDA Regional office.
- n. "DVR" means the Division of Vocational Rehabilitation.
- o. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key": a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- p. "HCBS" means the Medicaid Home and Community Based Services.
- q. "ISP" means the Individual Support Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs.
- r. "PASRR" means Preadmission Screening and Resident Review.
- s. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.
- t. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Employment/Day Program Provider Qualifications, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
- u. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.
- v. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.
- x. "Subcontractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between the County and the Vendor in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive State and local program of services for persons with developmental disabilities.
3. **Catchment Areas:** The Vendor will directly provide Day Service Programs as described in the Statement of Work to persons with Developmental Disabilities referred by the County and residing within the County's catchment area. The catchment area for this Agreement includes all of *Stevens, Ferry & Lincoln* Counties.
4. **Client Eligibility:** 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.
  - a. The County shall provide to the Vendor an electronic copy of the County Service Authorization for all persons referred for services.
5. **Credentials and Minimum Requirements:**
  - a. **CARF Accreditation:** The Vendor must maintain certification by the Commission on Accreditation of Rehabilitation Facilities (CARF) throughout the duration of this Program Agreement;
  - b. **Services Based on Individual's Needs:** The Vendor must exhibit the ability to successfully develop and implement a plan for providing services that are based on individual needs that include:
    - i. Method for gathering information;
    - ii. How needs are assessed;
    - iii. Plan implementation; and
    - iv. Plan outcomes.
  - c. **DDA County Guidelines:** The Vendor must demonstrate the ability to provide services in accordance with the DDA County Guidelines.
  - d. **Management System:** The Vendor must maintain a management system that provides systemic accumulation, filing, and retention of timely records and reports related to:
    - ii. Clients;
    - iii. Staff; and
    - iv. The agency's structure, tax status, capabilities, and performance.

- e. **Background/Criminal History Check:** A background criminal history clearance is required every three years of all employees, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and Chapter 388 WAC. If the Vendor elects to hire or retain an individual after receiving notice that the applicant/employee 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 the County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
  
- f. **Staff Experience:** The Vendor must have at least one staff member with two years of experience related to the service for which the agency is providing as follows:
  - i. For Employment Programs: Experience must include developing, obtaining, and maintaining successful placements in paid employment at minimum wage or better with the wages paid by a community-based business. An “Employment Professional” certificate from Highline Community College will substitute for one year of experience with DDA Director approval.
  
  - ii. For Community Inclusion Programs: Experience must include providing services in an integrated community setting that supports contribution by the client with local community members who are not paid to be with that person.
  
- g. **No Conflict of Interest:** The Vendor must assure that potential conflicts of interest will not arise. Such a conflict will arise when any employment or day program provider is a guardian, legal representative or other decision maker for the client. A conflict may also arise when any employee of the agency is the decision maker for, or a family member of, a client of the agency. In these situations, the provider must document the measures taken specific to the situation to assure that a conflict of interest does not exist.
  
- h. **Training Plan:** The Vendor must develop and implement a training plan for employees that meet the requirements described below. The training plan must also address ongoing training and review of DDA policies.
  - i. Prior to working with clients unsupervised, employees must have knowledge and receive training in the following areas:
    1. Client Confidentiality;
  
    2. Current individual work and/or support plans for each client with whom the employee works;
  
    3. DDA Policy 5.06, Client Rights;
  
    4. DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Service Providers;
  
    5. DDA Policy 9.07, HIV and AIDS;

6. First Aid and CPR (current);
7. DDA Policy 4.11, County Services for Working Age Adults, as applicable; and
8. DDA Policy 15.03, Community Protection Standards for Employment and Day Services, as applicable.

ii. Within one month of employment, employees must have received training in the following:

1. DDA Policy 5.17, Physical Intervention Techniques; and
2. Waiver Requirements as in referenced in contract (DDA Waiver Fact Sheet)

iii. Within three months of employment, employees must have received training in the following:

1. DDA Policy 5.14, Positive Behavior Support, as applicable; and
2. DDA Policy 5.15, Use of Restrictive Procedures, as applicable

6. Organizational Design: The Vendor shall comply the following through the duration of this Program Agreement:

- a. **Organizational Chart**: Develop and maintain an administrative/organizational structure that clearly defines responsibilities.
- b. **Job Descriptions**: Develop and maintain Job Descriptions for all persons employed by the Vendor agency.
- c. **Business License**: Maintain a current Washington State business license necessary to provide services.
- d. **Signature Authority**: The Vendor must provide documentation of who within the organization has signature authority.
- e. **Insurance**: The County certifies it is a member of a risk pool and shall pay for losses for which it is found liable. The Vendor certifies that it is self-insured, a member of a risk pool, or maintains insurance and shall pay for losses for which it is found liable. The Vendor shall provide a certificate of insurance/coverage at the time of renewal or at least annually.
  - i. *Commercial General Liability Insurance (CGL)*. If the Vendor is not a member of a risk pool, the Vendor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations,

personal injury, advertising injury, and liability assumed under an insured contract. The County, its elected and appointed officials, agents, and employees shall be named as additional insured's.

- f. **Debarment Certification:** The Vendor, by signature to this agreement, certifies that the Vendor and all employees providing services under this Program Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. (Debarment information can be access at <http://www.exclusions.oig.hhs.gov/>).
  - g. **Performance Plan:** Develop and maintain a written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished. The plan must be evaluated at least biennially and revised based on actual performance.
  - h. **Sufficient Policies and Procedures:** The Vendor shall establish and maintain adequate internal control systems. The Vendor 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 absences occur.
  - i. **Home & Community Based Waiver Services Assignment of Medicaid Billing Rights:** By signing this Program Agreement, the Vendor hereby assigns to the County its Medicaid Billing rights for services to DDA clients eligible under Title XIX programs in this agreement.
7. **Effective Accounting and Ability to Manage Public Funds:** The vendor must demonstrate the ability necessary to safeguard public funds, including maintaining books, records, documents and other materials relevant to the provision of goods and services. This includes:
- a. Internal control policies;
  - b. Evidence of fiscal stability:
    - i. The ability to account for and manage public funds with Generally Accepted Accounting Principles (GAAP).
    - ii. The Vendor shall, during the term of this agreement, obtain an independent fiscal audit of the performance of this agreement and comply with the Guidelines for Financial and Compliance Audits of Federally Assisted Programs. (BARS Fiscal Policies as contained in DSHS BARS Supplements and Office of Financial Management (OFM) State of Washington policies). The audit shall include at least 12 months of the time period covered by this agreement. The County will accept an audit conducted by the Washington State Auditor's office. The Vendor must submit two (2) copies of such audit to the County within 30 days after receipt of the audit.
8. **DDA Policies and References:** The following DDA policies are incorporated by reference and can be accessed at the following website: <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>. The Vendor ensures that employees providing direct services are trained on each of the DDA Policies

and related documents referenced below. Fact of training must be documented and retained in personnel files:

- a. DDA Policy 5.02: “Necessary Supplemental Accommodations;”
- b. DDA Policy 5.03: “Client Complaints;”
- c. DDA Policy 5.05: “Limited English Proficient Clients;”
- d. DDA Policy 5.13, “Protection from Abuse: Mandatory Reporting;”
- e. DDA Policy 6.13, “Day Program Provider Qualifications;”
- f. DDA Policy 12.01: “Incident Management;”
  - i. The Vendor must ensure that incidents involving injury, health or safety issues are immediately reported to the DDA central office and the County (reference policy 6.08, “Mandatory Reporting Requirements for Employment and Day Program Services Providers”.
  - ii. The Vendor must ensure that incident reports are tracked and analyzed for potential trends and patterns.

9. Additional Policies: The Vendor must also develop, implement, and maintain compliance with policies for the following:

- a. **Emergency Contact & Medical Information:** The Vendor must have a policy and/or implement a procedure to document emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each participant.
- b. **Typical Safety Protection Practice:** The Vendor must have a policy and/or implement a procedure to document that it employs typical safety protection per the standards of the environment the participant is working or receiving services in.
- c. **Respectful Staff-to-Client Interactions:** The Vendor must have policies that govern and require respectful staff-to-client interactions.
- d. **Treatment with Dignity:** The Vendor must have policies that govern a person’s right to be treated with dignity, respect, and free of abuse.
- e. **Persons Right to Privacy:** The Vendor must have policies that ensure a person’s right to privacy.
- f. **Safeguarding of Personal Information:** The Vendor must have policies that ensure the safeguarding of personal information.
- g. **Polices Related to Client Grievances:** The Vendor must maintain Grievance policies/procedures for participants that:

- i. Are approved by the County;
- ii. Are explained to each participant and others in accordance with Necessary Supplemental Accommodation (NSA) DDA Policy 5.02;
- iii. Negotiates conflicts;
- iv. Advocates are available and participants are encouraged to bring advocates to help negotiate;
- v. 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);
- vi. Prohibits retaliation for using the grievance process;
- vii. Includes a process for tracking and reporting grievances.

10. Reporting of Abuse and Neglect: The Vendor is a mandated reporter under RCW 74.34.020 (11), and must comply with reporting requirements described in RCW 74.34.035 and .040 RCW and 26.44 RCW. If the Vendor is notified by the County or by DSHS that an employee or volunteer is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this Program Agreement.

11. Requirement to Report: Vendor staff will promptly report to the County and to DSHS per 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.
- 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.

12. Program Services and Budget:

- a. **Statement of Work**: The Vendor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in the Statement of Work, herein incorporated as **Exhibit B: "Statement of Work."**
- b. **Service Hour & Rate Schedule**: The rates for services provided by the Vendor under this Program Agreement and the minimum/maximum service hour(s) per client per month are described in **Exhibit-C: "Rate Schedule"** which is incorporated by reference.

- c. **Period of Performance:** The vendor shall ensure that service costs incurred are within the period of performance of this Agreement. Services under this agreement must be provided throughout the full term of this Agreement.
- d. **Maximum Consideration:** The Maximum consideration for services provided by the Vendor under this Agreement is **\$XXX,XXX**.
  - i. In the event that the County is required by DDA to contract with additional employment vendors, the maximum considerations under this Program Agreement will be reduced as necessary to support the new vendor(s).

### 13. Changes Impacting the Vendor

#### a. **The County shall:**

- i. Inform the Vendor of individuals who have had their Waiver status changed;
- ii. Work with the Vendor when referring individuals for service;
- iii. Inform DDA of any potential service level changes not documented in the individuals DDA Assessment prior to any changes so that DDA can send out Planned Action Notice(s);
- iv. Work with the Vendor to document planned services in the Individual's Support Plan including notification of assessment dates;
- v. Work with the Vendor when terminating services;
- vi. Work with the Vendor on Spending Plan adjustments; and
- vii. Work with the Vendor in participating in on-site evaluation.

#### b. **The Vendor shall:**

- i. Work with the County when individuals are referred for services;
- ii. Work with the County to document planned services in the Individual's Support Plan;
- iii. Inform the County of any potential service level changes not documented in the individuals DDA Assessment at least fifteen (15) working days prior to implementing any changes;
- iv. Work with the County regarding service termination.
- v. Work with the County on any Spending Plan adjustments;
- vi. Work with County when performing on-site evaluations of direct service;



- vii. Take any necessary and reasonable steps to comply with the currently effective BARS. DDA BARS Supplement manual incorporated by reference.
1. Comply with the following referenced documents found at DDA Internet Site <https://www.dshs.wa.gov/dda/county-best-practices> under “Counties.”
  2. DDA Policy 4.11 County Services for Working Age Adults;
  3. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
  4. Criteria for Evaluation;
  5. DDA Guiding Values;
  6. County Guide to Achieve Developmental Disability Administration’s Guiding Values;
  7. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement;
  8. Employment Activities Strategies and Progress / Outcome Measures. Located at <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf>.
  9. AWA Billing Instructions August 2016 located at: <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/AWA%20Billing%20Instructions%20August%202016.pdf>.
- viii. On-site Evaluation: The County shall review and evaluate services delivered by the vendor to reasonably assure compliance and quality. The County shall conduct at least one on-site visit to the Vendor during the biennium. The Vendor shall cooperate with on and off-site evaluation activities conducted by the County to review services delivered to reasonably assure compliance and quality with this Program Agreement. The Vendor shall give access to its facilities, policies/procedures, financial documents, “Client Case Records,” and other appropriate documents for the purpose of allowing the County, DDA, DSHS and/or the federal Department of Health and Human Services (DHHS) and State Auditors to evaluate the Vendor. The Vendor shall cooperate in all reviews, including but not limited to, audits, surveys, and research conducted by the County, DDA or other authorized agents of the State of Washington, or the federal government. Evaluations shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services performed under this Agreement and to determine whether the Vendor is providing services to individuals in accordance with the requirements set forth in this Agreement and applicable state and federal regulations as existing or hereafter amended.

14. **Billing and Payment:** The County shall pay the Vendor all allowable costs, which are defined by the County as:

a. **Consumer Support Services:**

- i. *Community Inclusion Services:* are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support (Individual Employment) for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.
- ii. *Individual Supported Employment Services:* are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
- iii. *Individualized Technical Assistance services:* are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

b. **Monthly Reimbursement Rates:** Monthly reimbursement rates shall not exceed each client's authorized rate as described in **Exhibit C: Rate Schedule**. However, if the County receives a reduction in DDA funds, the County will determine whether a contract amendment is necessary to address the reduction.

c. **Monthly Invoices with Documentation:** All requests for reimbursement by the Vendor for performance hereunder must be submitted on an invoice with supporting documentation.

- i. The "supporting documentation" will be in the form of separate Excel Spreadsheet for ISE, and CA, respectively. The Vendor must complete all required data fields on the spreadsheet as described in the "Billing Instruction Detail for CMIS Spreadsheets – All Services" which is incorporated herein by reference. Spreadsheets shall include but are not limited to the service rates and service hours for each service recipient during the reporting month.

d. **Claims:** A claim for each individual occurs on the spreadsheet by indicating the number of service units delivered to each individual listed and the rate per unit. Units and rates are described in Exhibit C: Rate Schedule.

- i. An “Hour” is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
- e. **Employment Phases & Billable Activities** document defines the individual client service DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site – <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Employment%20Phases%20and%20Billable%20Activities.pdf>.
- f. **Community Access Billable Activities** document define the individual client service DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site – <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Community%20Access%20Billable%20Activities.pdf>.
- g. **Timelines of and Modification to Billings:** All initial *invoices and related spreadsheets* must be received by the County within fifteen (15) calendar days following the last day of the month for which the service is provided. Corrected invoices and documentation will be accepted throughout the Fiscal Year as long as they are received within 15 calendar days of the associated Fiscal Year. The County will initiate authorization for payment after receipt of said *invoice and related spreadsheets* (and approval of correct invoice and reports). Payment will not be made on any invoice submitted past the thirty (30) calendar days of the contract Fiscal Year.
- h. **Recovery of Fees:** If the Vendor bills and is paid fees for services that the County later finds were (a) not delivered, or (b) not delivered in accordance with Program Agreement Standards, County shall recover the fees for those services and Vendor shall fully cooperate during the recovery.

15. Management Information System:

- a. The County will use the CMIS data system for all billing requests, Vendor address and phone number maintenance, evaluation dates and to provide employment outcome information. The Vendor will cooperate with these efforts by.
  - i. Monthly providing all data described in the Billing Instructions and in the Employment Outcome Instructions, which is incorporated by reference.
  - ii. Assuring the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Vendor will correct and resubmit the date within twenty days.
- b. The County agrees to provide Technical Assistance on the use of the CMIS Spreadsheets that the Vendor shall use for billing purposes.

16. Duplicative Funding: It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 (Public Education), or any other source of public or private funding.

17. Subcontracting Prohibited: The Vendor shall not assign any portion of this Program Agreement and/or amendment(s).
18. Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement: If applicable per 42 CFR 483.410, the Vendor shall assure that all programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. The County will supply a list of ICF/ID residents who have a day program to the Vendor.
19. Single State Medicaid Agency – Health Care Authority (HCA): HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers of services for people with developmental disabilities. The Vendor only has responsibility for services covered in this agreement.
20. DSHS/Disability Rights of Washington (DRW) Access Agreement: The DRW February 27, 2001 Access Agreement with the DDA, which can be accessed at: <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf> is incorporated by reference. The Vendor assures that it and its employees have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDA contracted services.
21. Disputes: When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute:
- a. The Vendor and the County shall attempt to resolve the dispute through informal means between the Vendor's Administrator/Director and Stevens County DD Coordinator.
  - b. If the Vendor is not satisfied with the outcome of the resolution with Stevens County DD Coordinator, the Vendor may submit the disputed issue, in writing, for review, within ten (10) working days of the outcome, to:  
  

Stevens Board of County Commissioners (BOCC)  
Stevens County Courthouse  
215 S. Oak Street  
Colville, WA 99114
  - c. The BOCC may request additional information from the Stevens County DD Coordinator and/or the Vendor. The BOCC Chairman shall issue a written review decision to the Vendor within thirty (30) calendar days of receipt of all information relevant to the issue.
  - d. Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that the dispute resolution process described herein shall precede any court action. This dispute resolution process is the sole administrative remedy available under this Agreement.
22. Nondiscrimination: The Vendor shall comply with all applicable federal, state, and local nondiscrimination laws, regulations, rules, and ordinances relating to nondiscrimination.

23. Indemnification: Each party shall protect, defend, and save harmless the other party and the State of Washington from and against all claims, suits, and actions arising from negligent acts or omissions of the party or its employees and/or volunteers in the performance of this Contract and amendment(s). The Vendor further agrees that it is financially liable for any audit exceptions, which occur due to its negligence or failure to comply with the terms of this Contract and amendment(s).

24. Termination:

- a. Just Cause: This Agreement may be terminated by either party upon sixty (60) days advance written notice to the other party for just cause.
- b. Loss of Funding: The County reserves the right by prior written notice to terminate this Agreement and amendment(s), in whole or in part, without the sixty (60) days' written notice in the event of expected or actual funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and amendment(s), prior to normal completion thereof.
- c. Liability: In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Agreement (and amendments) for services rendered prior to the effective date of termination.
- d. Continuation: The terms and conditions contained in this Agreement and amendment(s) shall remain in full force and effect until and unless specifically terminated or modified by mutual assent of the parties.

25. Termination for Default: The County may, by written notice, terminate this Agreement and amendment(s) in whole or in part, for substantial breach by the Vendor of its duties under this Agreement and amendment(s). In such event, the Vendor shall be liable for reasonable damages.

26. Interpretation: This Agreement shall be governed by the laws of the State of Washington. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. In the event of a lawsuit brought to enforce any of the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs expended therein. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

27. Changes and Modifications: The County may, by mutual agreement with the Vendor, make changes within the general scope of the services to be performed under the Agreement and amendment(s). If any such change causes an increase or decrease in the cost of this Agreement and amendment(s), an equitable adjustment may be made in the Agreement price and the Agreement and amendment(s) shall be modified in writing accordingly.

28. Entire Agreement: The parties agree that this Agreement and amendment(s) are the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement and amendment(s) shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement and amendment(s). The parties also agree that the forgiveness of nonperformance of any provision of this Agreement and amendment(s) does not constitute a waiver of the provisions of this Agreement and amendment(s).

## Exhibit B: Statement of Work

The Statement of Work (SOW) describes the program requirements and targeted outcomes for County Day Service Programs for the term of this agreement. The Vendor will directly provide “Community Access” and “Individual Supported Employment” as described in this SOW to clients with developmental disabilities referred by the County and residing within the County’s catchment area of Stevens, Ferry & Lincoln Counties.

### 1) General Requirements for All Clients:

- a) Prior to beginning services for a client, the County will communicate to the Vendor the clients’ range of service hours (minimum and maximum service hours the individual is to receive per month). The Vendor must provide services to the client within the authorized range.
  - i) The Vendor will clearly communicate to the client prior to beginning service or an expected change in the maximum service hours per month, the client can expect to receive as authorized by the County. Service changes will not occur until the client has received proper notification from DDA.
    - (1) The client’s DDA PCSP is the driver for service. The CMIS County Service Authorization and updated Planned Rates Information will not exceed the client’s DDA Person Centered Support Plan.
    - (2) The amount of service the client receives should match with the CMIS County Service Authorization and Planned Rates information.
  - ii) If the County authorizes a change in the client’s range of service hours, the Vendor will inform the client of the change. If the County denies the request to change the client’s range of service hours, the Vendor is prohibited from changing the client’s services hours.
- b) All clients will be contacted by the Vendor according to client’s need and at least once per month.
- c) The Vendor shall provide documentation that the services the client is receiving relate to the client’s Individual Habilitation Plan (IHP) (ICF/ID) if applicable, Individual Services Plan (ISP) and to the DDA Assessment including the Individual Support Plan (ISP).
- d) The Vendor shall maintain a copy of the current Individual Service Plan and DDA Assessment in the client’s file.
- e) The Vendor must create and maintain “Client Files” for all clients referred by the County for Community Access and Employment Services. Every client’s file must include at least the following information/documents:
  - i) **Current County Services Authorization**: Each file must contain a current, valid CSA confirming that the client’s services were authorized by the Developmental Disabilities Administration and the County.
  - ii) **Client Demographic Data**. Each file must contain accurate and up to date client demographic information.

- iii) **Client Assessment:** The Vendor must complete an assessment of each client that identifies the client's vocational interests, skills, preferred activities and interests, experience, and support needs necessary for job placement (or leisure pursuits, for CA clients). Person-centered planning strategies must be included when appropriate.
- iv) **Prior DDA Approval to move from Employment to CI** A copy of the DDA Prior Approval for any working age clients, where applicable, who does not want to pursue or maintain gainful employment after nine months and are referred for CI.
- v) **“Community Inclusion Plans”** for all CI recipients. CI Plans will include information that identifies and addresses the individualized goal and support needs for each client. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the CRM, participant, and his/her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate, to all team members. Plans will be reviewed and signed annually. A model CI plan can be obtained at <http://www.dshs.wa.gov/word/adsa/DDA/CO%20-%20CA%20Plan%20Report%20form.docx>. Plans will 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 Access Goal. The goal needs to relate to one or more of the following:
    - (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 typical 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 doing new and interesting things or things the individual enjoys.
    - (d) Building and strengthening relationship between family members and members of the local community who are not paid to be with the person.
  - (7) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community Living; Lifelong Learning; Employment; Health and Safety; Social; Protection & Advocacy).



(8) Measurable strategies and timelines (action steps and supports) to meet the goal.

(9) Identification of persons and/or entities available to assist the individual in reaching his/her long-term goal.

(10) Identification of other accommodations, adaptive equipment, and/or conditions critical to achieve the goal.

vi) **“Adult Employment Plans”** for all individuals receiving IE Services. Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All Employment Plans should address how the client will pursue and maintain a community job, increased wages, and increased work hours towards a living wage. A model IE plan can be obtained at <http://www.dshs.wa.gov/word/adsa/DDA/CO%20-%20Employment%20Plan%20Progress%20form.docx>. Plans will include the information listed below:

(1) Current date.

(2) Time line for the plan.

(3) Client’s name first and last.

(4) Client ADSA ID.

(5) Employment goal

(6) The preferred (job type) the individual wishes to obtain or maintain.

(7) The preferred wages /salary the individual wishes to earn.

(8) The number of hours the individual’s prefers to work.

(9) The agreed upon timeline to achieve the employment goal.

(10) The individual's skills, gifts, interests and preferred activities.

(11) Measurable strategies and timelines (action steps and supports) to meet the employment goal.

(12) Identification of persons and/or entities (such as family, Division of Vocational Rehabilitation) available to assist the client in reaching his/her employment goal.

(13) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.

vii) **Six-Month Reviews:** Six month progress reports describing the progress made towards achieving client's goal will be provided by the Vendor to the CRM, County, participant, and/or guardian if any, within 30-days following the 6-month period.

(1) If clients in Individual Employment services have not obtained paid employment at minimum wage or better within six (6) months, the Vendor will assure the following steps are taken and documented in the client's file:

(a) Review of the progress toward employment goals;

(b) Provide evidence of consult with the family/client and

(2) Develop additional strategies with family/client, County staff, employment support staff and the CRM. Strategies may include providing Technical Assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional/new strategies will be documented for each client and kept in the client's file(s).

viii) If, after twelve (12) months of service, a client in an Employment Program remains unemployed, an additional review will be conducted. The Vendor will address steps outlined in the previous 6-months progress report in the next 6-month progress report. The client may request to participate in Community Access activities, or the client can choose to remain in an employment program. When requesting to participate in Community Access services, the client shall communicate directly with his or her CRM. The DDA CRM is responsible for authorizing Community Access services.

ix) **Case File Documentation of Services and Supports Provided for CA Clients:** For case files of CA clients, the Vendor must document service activity and the outcome of those activities in the client's progress reports. Service activities must relate to the clients Individual Service Plan.

x) **Case File Documentation of Services and Supports Provided for Employment Program clients** For case files of Employment Program clients, the vendor must document:

(1) How all services relate to the client's individually identified goal(s) as outlined in the Employment Plan.

(2) The identification and provision of supports necessary for job success that have been provided to each client. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs.

(3) Employment service activity and the outcome of those activities (documented in progress reports).

(4) All training and support that is provided as part of the clients' pathway to integrated employment in accordance to DDA Policy 4.11-County Services for Working Age Adults.

(5) Clients' wages, productivity, benefits, and work hours.

(6) Progress in achieving increased wages and work hours for each client.

- xi) **Grievance Information**: Each client's file must contain proof of client's and/or family's review of the grievance process.
- xii) **Provider Expectations**: Each client's file must contain proof that the client and/or family reviewed the provider's expectations of the client;
- xiii) **Service Information & Benefits**: Each client's file must contain proof of client's and/or family's receipt of information about services & benefits to be provided by the program;
- xiv) **Abuse Policy**: Each client's file must contain proof of the client's and/or family's receipt of information about Vendor's policy regarding client abuse;
- xv) **Client Rights**: Each client's file must contain proof of client's and/or family's receipt of information about policy regarding client rights to be treated with dignity and respect;
- xvi) **Emergency Contact & Medical Information**: Each client's file must include emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service for each client.
- xvii) **Incident Reports**: Where applicable, reports involving client injury, health and safety issues, and Mandatory Reports as per Chapter 74.34 RCW will be made to the DDA Central office and the County, with evidence documented in the client's file. Incident Reports must be tracked and analyzed for potential trends and patterns.

2) **Community Inclusion Targeted Outcomes**: "***Community Inclusion***" is defined in the Terms and Conditions under item 1 (k) (i). For each client receiving Community Access Services, the Vendor shall:

- a) Ensure that CA service support hours per month will be based on the client's CA acuity per WAC.
  - i) To ensure health and safety, positive image and relationships in the community, increase competence and individualized skill building, and other expected benefits of CA, services will occur individually or in a group of no more than 2 – 3 individuals with similar interests and needs.
  - ii) CA services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will NOT be reimbursed.
  - iii) A client receiving CA services will not receive Employment Support simultaneously.
  - iv) A client receiving CA services may at any time choose to pursue work and to receive employment support.

- b) Hours of services are to be provided directly by Vendor staff, or arranged by Vendor staff. Services shall be provided in order for the client to take part in generic community events such as club or organization meetings or volunteer activities.
  - i) Time spent by the client taking part in generic community club/organization events can be counted if the Vendor has initiated or facilitated, monitors the client's involvement, even if Vendor staff does not accompany the client to all events. **However, Vendor cannot bill for the time a client participates in an activity if unaccompanied by the Vendor.**
    - (1) The Vendor must ensure that reasonable measures are in place to provide for the client's safety if events and activities are arranged for the client but Vendor staff does not accompany the client.
- c) Assure that services relate to the client's individually identified goal(s) as outlined in their CA plan.
- d) Assure that each individual 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.
  - i) The Vendor shall facilitate membership and participation in generic community clubs and organizations. A generic community club/organization does not include an entity that is established primarily for the purpose of giving people with disabilities access to join, or any entity that whose membership is primarily composed of clients with disabilities.
- e) Assure that each participant is assisted to take part in activities on an individual basis.
- f) Assure 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.
- g) Provide participants with the opportunity to perform volunteer work and community service. Volunteer opportunities comply with US Department of Labor standards (<http://www.dol.gov/opa/aboutdol/lawsprog.htm>) and applicable state standards.
- h) Submit quarterly reports to DDA CRM and Stevens County. Reports are to include information broken down by month including the community activities in which the client partakes and the amount of time spent in community activities. Reports shall be submitted no later than twenty-five (25) days following the end of each quarter.
- i) Coordinate with DDA CRM and the County to transition any individual to an Employment Program if the participant desires employment.
- j) Maintain regular and routine contact with family/guardians, and DDA CRMs.
- k) Report to the DDA CRM and County when Vendor becomes aware that a program participant will not be, or becomes unlikely to be available for services for a period of more than 30 days.
- l) Request technical assistance from the county when necessary.

m) Participate in relevant training offered by the County and DDA.

- 3) **Individual Supported Employment Targeted Outcomes:** *Individual Supported Employment* is defined in the General Terms and Conditions under item 1 (k) (ii). For each participant receiving Individual Supported Employment, the Vendor shall ensure:
- a) Supports which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained. This also includes the development of natural supports.
  - b) Services in accordance with the DDA “Employment Activities – Strategies and Progress/Outcomes Measures” document which is incorporated by reference and available at the following url: <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf>
  - c) State-adopted, self-employment guidelines are followed for an individual who owns and operates a business. These guidelines can be accessed at the following url: <https://www.dshs.wa.gov/dda/county-best-practices>. In addition, at minimum, any self-employment venture must include a Business Plan, established benchmarks for financial gain, and show that progress is being made toward providing a living wage.
  - d) That supports, which include training in support to employers and coworkers, have been provided in each job placement to ensure jobs are maintained. This also includes the development of natural supports.
  - e) Service shall be available five days per week, 52 weeks per year except for legal holidays, and on a flexible schedule.
  - f) That volunteer opportunities comply with US Department of Labor standards (<http://www.dol.gov/opa/aboutdol/lawsprog.htm>) and applicable state standards.
  - g) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average 20 hours of community work per week or 86 hours per month. The amount of service a client receives will be based on his/her demonstrated need, acuity level, and work history per the Service Level Guidelines, located at <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Service%20Level%20Guidelines.pdf>.
  - h) Ensure that clients will be employed at Washington State's minimum wage or higher in the general workforce.
  - i) Provide job placements that result in an agency average minimum of **\$541** monthly gross wages for employed clients.
  - j) Maintain minimum level of 72% employed-to-enrolled ratio on an annual average.
  - k) Ensure that service recipient and relevant others are informed that earned income may need to be reported and may have an effect on benefits the client is receiving. Vendor should refer the clients and

relevant others to DDA CRM or specific entity (such as Social Security Administration) for needed detailed information.

- l) Provide a **six (6) month** progress report to DDA CRMs and the County for those clients who are **employed** and averaging 20-hours of employment per week or 86-hours of employment per month. Reports shall be submitted no later than twenty-five (25) days following July and January of each year.
- m) Provide **six (6) month** progress reports for clients that are **unemployed or under-employed** (i.e., those working less than 20-hours per week or 86-hours per month). Reports shall be submitted no later than twenty-five (25) days following July and January of each year.
- n) Request technical assistance from the county when necessary.
- o) Participate in relevant training offered by the County and DDA.

Exhibit-C:  
 FY18  
 Rate Schedule  
 Stevens / Ferry Counties

| <b>Payment Rates by Acuity Level &amp; Employment History</b>   |                                 |   |                                    |  |                                  |  |                |
|---|---------------------------------|---|------------------------------------|--|----------------------------------|--|----------------|
|   | <u>Working - Low<br/>Acuity</u> | <u>In Training/Job<br/>Development -<br/>Low Acuity</u> | <u>Working -<br/>Medium Acuity</u> | <u>In Training/Job<br/>Development -<br/>Medium Acuity</u> | <u>Working - High<br/>Acuity</u> | <u>In Training/Job<br/>Development -<br/>High Acuity</u> |                |
| Employment Service Level  | C                               | D   | E                                  | F  | G                                | H  |                |
| Maximum Hours - Month (Base)  | 4                               | 7   | 7                                  | 9  | 11                               | 12   |                |
| Add-On Hours if eligible  | 5                               | 7   | 5                                  | 7  | 12                               | 14   |                |
| Maximum Hours - Month <b>WITH ADDITIONAL AUTHORIZATION</b>  | 9                               | 14  | 12                                 | 16   | 23                               | 26   |                |
| Hourly Rate   | \$75.00                         | \$75.00   | \$75.00                            | \$75.00  | \$75.00                          | \$75.00  |                |
| <small>Exceptional rates will be negotiated between the county and DDA per individual need</small>                |                                 |   |                                    |  |                                  |  |                |
| <b>See WAC 388-828-9335 and 388-828-9355</b>  |                                 |   |                                    |  |                                  |  |                |
| <small>*short term and long term hours would be allowed on a case by case basis and paid at the same rate</small> |                                 |   |                                    |  |                                  |  |                |
|   | <b>Level 1</b>                  | <b>Level 2</b>  | <b>Level-3</b>                     | <b>Level-4</b>   | <b>Level-5</b>                   | <b>Level-6</b>   | <b>Level-7</b> |
| Community Access Level  | A                               | B   | C                                  | D  | E                                | F  | G              |
| Max. Hours per Month  | 3                               | 6   | 9                                  | 12   | 15                               | 18   | 20             |
| Hourly Rate   | \$35.00                         | \$35.00   | \$35.00                            | \$35.00  | \$35.00                          | \$35.00  | \$35.00        |
| Max. Monthly Rate   | \$105                           | \$210   | \$315                              | \$420  | \$525                            | \$630  | \$700          |
| <b>See WAC388-828-9310</b>  |                                 |   |                                    |  |                                  |  |                |