

Contract # 2011-13 Coastal Community Action

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between Pacific County, hereinafter referred to as "County," and **Coastal Community Action**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of Developmental Disabilities Employment Services, specifically Group Supported Employment in South Pacific County, for the period beginning on July 1, 2011, and ending on June 30, 2013. The County and the Agency agree to the terms and conditions set forth in the following provisions:

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and other such terms and conditions incorporated by reference herein.

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.
 - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
 - C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.
- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions of this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to “Protected Health Information” collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency’s unauthorized use of Personal Information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.
- VIII. **CRIMINAL BACKGROUND HISTORY CHECK:** A background criminal history clearance is required every three years for all employees, subcontractors, 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. If the Agency elects to hire or retain an individual after receiving notice that the 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 County shall deny payment for any subsequent services rendered by the Agency. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- IX. **REPORT ABUSE AND NEGLECT:** The Agency and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law and DDD Policy 5.13 (Protection from Abuse) and Policy 12.01 (Incident Management). Policy 5.13 and 12.01 are incorporated by reference and can be found at <http://www1dshs.wa.gov/ddd/policy.shtml>.

If the Agency is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Agency will be prohibited from providing services under this contract.

The Agency will promptly report to the County and DSHS per Policy 5.13 (Protection from Abuse), incorporated by reference, if:

- 1) 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.
- 2) 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.

X. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

- A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

B. The Agency shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

XI. **FINANCIAL REPORT REQUIREMENTS:**

A. The Agency shall, if applicable:

1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
2. Provide access to financial records by independent auditors.
3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.

B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:

1. Annual financial statement, and
2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

C. The Agency shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted by **February 15, 2012, for Calendar Year 2011 and February 15, 2013 for Calendar Year 2012.**

XII. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

XIII. **RELATIONSHIP OF THE PARTIES:** The parties intend that a independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

XIV. **INDEMNIFICATION:** All services to be rendered or performed under this agreement will be performed or rendered entirely at the Agency's own risk. Agency shall defend, indemnify, and hold harmless Pacific County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or contractors. "County" as used in this Article means Pacific County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

XV. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:

- A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XVI. **DISPUTE:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Agency's name, address, and contract number;
- E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
- F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

- XVII. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.
- XVIII. **BOARD OF DIRECTORS:** The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.
- XIX. **INSURANCE:** The Agency shall carry at its own expense the following insurance coverage to the extent described below:
- A. Public Liability and Property Damage in a combined single limit of \$1,000,000;
 - B. Director and Officers Errors and Omissions Insurance in the amount of \$1,000,000;
- The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.
- The Agency shall carry, at its own expense, Worker's Compensation limits as required by the Labor Code of the State of Washington.
- XX. **MODIFICATION:** Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.
- XXI. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.
- If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
- XXII. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.
- A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:
 - 1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;
 - 2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

- B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
 2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;
 3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;
2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;
3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;
5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

PAYMENT PROVISIONS

As consideration for services, as described in the specific provisions of this Agreement, the County agrees to pay the Agency on a pre-negotiated maximum amount based on an individual's waiver status. Total contract amount shall not exceed **\$20,491** as outlined in **Exhibit B- Budget**. The current, signed county service authorization (CSA) outlines hourly rate by client. Payment follows the client and will be based on information reported on the CMIS ADSA report:

- I. For Group Supported Employment and Individual Supported Employment: A service unit will be negotiated and may be defined as an Hour (50 minutes of direct service. Partial hour to the quarter may be recorded), a documented range of service hours included in the fee/rate schedule and will be based on the individual's assessed level of need, available supports and employment opportunity. Service responsibility begins at the date of authorization for service by the DDD case manager and ends at the date of termination by the DDD case manager. Reimbursement shall be pre-negotiated based on waiver status.
- II. Payment will be made on behalf of individuals authorized for specific services by the Division of Developmental Disabilities. The County Service Authorization must be on file at the County prior to the end of the service period being billed for.
- III. Services for clients shall not be funded under this contract when the client is eligible for services under the Rehabilitation Act of 1973 or P.L. 94-142, or is receiving benefits under PASS/IRWE, DVR, or Direct Payments.
- IV. Monthly billings to the County by the Agency will be pre-negotiated based upon waiver status.
- V. All Agency claims for billing shall be accompanied by completed CMIS/ADSA reports and shall be submitted before noon on the fifth working day of the month following service provision.
- VI. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:
 - A. there is no approved County Service Authorization on file at the County;
 - B. the Agency fails to submit all required documentation and/or required reports or audits;
 - C. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or
 - D. if claims are inconsistent with the terms and conditions of this contract.
- VII. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- VIII. Any fees or revenues generated through services provided under this agreement shall be used solely within the program area which generated the revenue.
- IX. Recovery of Fees: If the Agency bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Agency shall fully cooperate during the recovery.
- X. Reduction in funding: The County reserves the option to prospectively reduce the amount of this contract in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this contract do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Agency of any reduction in funding by state, federal, or other officials.

SPECIFIC PROVISIONS

The Agency shall provide Employment and Day Program Services in accordance with the terms and conditions described hereinafter.

I. GENERAL SERVICE DELIVERY REQUIREMENTS

The Agency shall assure:

A. Health and Safety

1. All services for persons with developmental disabilities must be provided with attention to their health and safety. The Agency shall comply with all state regulations and all local ordinances on fire, health, and safety standards wherever the service is delivered. For example, this applies to the environment itself, a part of an environment (machinery), or program content (community travel or mobility training).
2. Comply with all applicable federal, state, and local fire, health, and safety regulations which include but are not limited to:
 - a. Federal - Occupational Safety and Health Act of 1970, Public Law 91-596, 84 USC 1590, 29 Code of Federal Regulations 1910-1926;
 - b. State - Washington Industrial Safety and Health Act, Revised Code of Washington 49.17, Washington Administrative Code 296-24 and 296-62, State Building Code Act/Uniform Fire Code, Revised Code of Washington 19.27.

B. Client Eligibility:

1. Client eligibility and service referral are the responsibility of the DDD in line with Chapter 388-823 WAC (Eligibility) and WAC 388-825 (Service Rules). Only persons referred by the DDD shall be eligible for direct client services under this Program Agreement. It is the DDD'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.

C. Policies Protecting Individuals' Rights

Agency has written policies which protect the human and social rights of individuals receiving services.

D. Client Confidentiality

The Agency 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 or RCW 34.05 require a signed Release of Information or a signed Oath of Confidentiality form.

- E. The Agency shall keep records for five (5) years for eligible clients. These records must include a County approved Service Delivery Outcome Plan written every six months.

- F. Reporting Requirements: The Agency shall submit such periodic reports as required by the County and the state which shall include but not be limited to:

1. **Quarterly Progress Report** – This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County.

2. **Year End Summary Report** – shall be completed by the Agency and received by the County no later than 30 days after the last day of fiscal year. This report shall include a summary of quarterly information reported.

In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the agency or order payment stopped to a subcontractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. **Individual Work Plans and Progress Reports** – An Individual Work Plan and subsequent Progress Reports shall be developed with each person referred.
 - a. **Work Plan.** Work Plans shall describe individual goals and the collaborative work that will be done to achieve those goals. Goals, responsibilities and timelines will be clearly stated for the service provider and the individual receiving services. An initial Work Plan for each individual will be developed and submitted to the County within 60 days of the date of the County Service Authorization. The Contractor agrees to send a representative to the annual Individual Service Plan (ISP) meeting as scheduled by the state DDD case manager for each client in service.
 - b. **Progress Reports.** Progress Reports on each Work Plan shall identify the achievement of goals attained, goals not attained, and what could be done differently to achieve the unattained goals in the future. Each Progress Report will include input from the individual receiving services that results in the establishment of goals to achieve in the next six months, including the action steps to be taken by the individual, Agency and interested others, to achieve the goals. Contractor shall prepare and submit Progress Reports every six months to the County.
 - c. The County will accept or reject Individual Work Plans and Progress Reports, provide assistance to the Agency, or begin a corrective action process.

G. Evaluation

The County will evaluate services provided within the scope of this Agreement according to the criteria attached in Appendix 1 and:

1. **Contractor Evaluation System.** The County will implement a contract monitoring and evaluation system incorporating the most recent Criteria for an Evaluation System provided by DDD. The DDD Criteria for an Evaluation System published in July, 2007 is incorporated by reference.
2. **Compliance.** The Agency shall provide services in compliance with the Agreement and:
 - a. DDD Policy 4.11 County Services for Working Age Adults (incorporated by reference)
3. If Agency provides services to Community Protection clients, Agency also needs to comply with all criteria listed in:
 - a. DDD Policy 15.03 Community Protection Standards for Employment/Day Programs (incorporated by reference)
4. The County will include in its contract monitoring a review of the following items to assure reasonable compliance with this Agreement:
 - a. Documents verifying compliance with agreement provisions and the delivery of contracted services may include but are not limited to agency policies, client and program records, personnel records, client earning records, employee timesheets and calendars, attendance records, newsletters, board roster, board minutes, program announcements; and

- b. Accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures and payments.
 - c. The County shall conduct at least one on-site visit to each contracted program each biennium. The County shall maintain written documentation of all evaluations and on-site visits. The Agency shall be responsible for completing all corrective action items by the due date specified in the evaluation report.
- H. The Agency shall utilize available DVR, PASS/IRWE, Direct Payments or Department of the Blind funding for participants before utilizing funding through this contract for client services. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L.94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS) or Impaired Related Work Experience (IRWE).
- I. DSHS/WPAS Access Agreement.
The Disability Rights of Washington (formerly Washington Protection and Advocacy System, WPAS, Access Agreement) Washington Protection & Advocacy, Inc.'s (WPAS) February 27, 2001 Access Agreement with the Division of Developmental Disabilities (DDD) is incorporated herein by reference as **Exhibit A**. The Agency assures that it has reviewed the Access Agreement. The agreement covers WPAS access to individuals with developmental disabilities, clients, programs and records, and is binding for all providers of DDD contracted services.
- J. References. Links to the following exhibits incorporated by reference can be found at the DDD Internet site: <http://www1.dshs.wa.gov/ddd/counties.shtml> These documents are:
 - 1. WAC 388-845 – 0001,0030,0205,0210,0215,0220,0600-0610,1200-1210,1400-1410,2100,2110.
 - 2. Budgeting and Accounting Reporting System (BARS) Supplementary Instructions
 - 3. Criteria to be included in County-Developed Evaluation System
 - 4. County Guidelines
 - 5. Credentials and Minimum Requirements
 - 6. Policy 4.11 County Services for Working Age Adults
 - 7. Policy 5.13 Protection from Abuse
 - 8. Policy 12.01 Incident Management
 - 9. Policy 15.03 Community Protection Standards for Employment/Day Programs
- K. Assignment of Medicaid Billing Rights: The Agency agrees to assign to the County its Medicaid Waiver Billing Rights for services to DDD clients eligible under Title XIX Programs. The Agency acknowledges that written documentation shall be available to DSHS on request. If a subcontractor contracts directly with DSHS to provide covered services under Title XIX, those services will not be billed through this Agreement in accordance with 42CFR447.10.
- L. Debarment Certification: Debarment Certification: The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

M. Data Security Requirements

1. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the data will be protected by:
 - a. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
 - b. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
2. **Protection of Data.** The contractor agrees to store data on one or more of the following media and protect the data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex 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 data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
 - 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 locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - 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 complex 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 DSHS Central Contract Services, a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

- f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.
- h. **Data storage on portable devices or media.**
DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract.

II. GROUP SUPPORTED EMPLOYMENT STATEMENT OF WORK

In the Pathway to Employment model, each individual will be supported to pursue his or her own unique path to work or a career. All individuals, regardless of the challenge of their disability, will be afforded an opportunity to pursue competitive employment. Gainful competitive employment results in individuals with developmental disabilities earning typical wages and becoming less dependent on service systems.

Group Supported Employment: These services are a part of a pathway to Individual Supported Employment. Group Supported employment service includes the activities outlined in Individual Supported Employment. These are supervised employment activities for groups of no more than eight (8) workers with disabilities. The workers are individuals who have a demonstrated need for ongoing supervision and support in order to maintain employment. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- i. Clients in an employment programs 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 twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need and acuity level.

- ii. Prior to beginning service the Agency will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Agency will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider
- iii. All clients will be contacted by the Agency according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- iv. If, after twelve (12) months the client remains unemployed an additional review will be conducted. The Agency will address steps outlined in the previous six month progress report in the next six month progress report.

B. The Agency shall provide Pathways to Employment Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;
- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Agency will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, agency, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Agency will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Agency will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Agency will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

- C. The Agency shall document the following outcomes:
- a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.
 - b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
 - c. Information about wages and benefits for each worker.
 - d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
 - e. Information about desired and actual work hours for each worker.
 - f. Work hour goals and progress toward desired increase in work hours.
 - g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
 - h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.
 - i. That workers are replaced or promoted to another job if necessary or when mutually desired.
 - j. That job placement and job retention rate goals have been identified and maintained.
 - k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 - 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 - 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
 - l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

II. Individual Supported Employment Statement of Work: Individual Supported Employment or —IE: services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment 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.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, work, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- i. Clients in an employment programs 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. The amount of service a client receives should be based on his/her demonstrated need and acuity level.
- ii. Prior to beginning service the Agency will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Agency will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider
- iii. All clients will be contacted by the Agency according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- iv. If, after twelve (12) months the client remains unemployed an additional review will be conducted. The Agency will address steps outlined in the previous six month progress report in the next six month progress report.

B. The Agency shall provide IE Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;
- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Agency will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, agency, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Agency will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Agency will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Agency will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

C. The Agency shall document the following outcomes:

- a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.
- b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
- c. Information about wages and benefits for each worker.
- d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
- e. Information about desired and actual work hours for each worker.
- f. Work hour goals and progress toward desired increase in work hours.
- g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
- h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.
- i. That workers are replaced or promoted to another job if necessary or when mutually desired.
- j. That job placement and job retention rate goals have been identified and maintained.
- k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
- l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

APPENDIX I

Criteria to be included in county developed evaluation system.

DOCUMENTS TO BE KEPT IN AGENCY FILES

The program documents:

1. County Service Authorizations (CSA) signed by the Division of Developmental Disabilities (DDD) and County representative;
2. cover sheet to include, but not limited to, name, date of birth, address/phone number, emergency contact information, and medical concerns;
3. current release of information form for exchanging information with appropriate individuals and agencies. Grievance process for participants which;
 - a. is approved by the county;
 - b. is explained to participants and if necessary, to a family member, guardian or advocate;
 - c. ensures that conflicts are negotiated;
 - d. provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved;
 - e. ensures that advocates are available and participants are encouraged to bring advocates to help negotiate, and
 - f. is signed by participants.
4. form informing participants of their rights and responsibilities for participation in the program. If necessary, the participant's family, guardian or advocate is also informed. A signed copy of the form is kept on file;
5. copies of Individual Work Plans and Progress Reports and DVR contracts;
6. employer, job title, wages, start date, and work incentives.

FILE NOTES

1. File notes document activities performed, date of activity, time spend, outcome of activity and next steps.
2. File notes document that participant's values, goals, and interests are considered for all services.

SERVICE ENVIRONMENT

The Agency documents:

1. that the facility design is compliant with ADA and that the furnishing, and materials are appropriate to participant's age and program's purpose;
2. that the training methods used to facilitate learning are relevant to the age and individual needs of participants;
4. that Agency and program locations are chosen so that the physical appearance and neighborhood location of the building are consistent with the purpose of the program, and that the location and appearance are similar to the places where persons without disabilities would go for the same purpose.

HEALTH AND SAFETY

The Agency documents:

1. that incidents involving injury, health or safety issues are immediately reported to the DSHS in accordance with DDD Policy 12.01;
2. that medical information (conditions, medications, diet, allergies, etc.) needed during the hours of service is available for each individual;
3. that it employs safety protection consistent with industry standards.
4. that Criminal History Background Checks are performed in accordance with DDD Policy 5.01.

POLICIES PROTECTING INDIVIDUAL RIGHTS

The program documents policies regarding participant abuse, rights privacy, and respectful staff-to-participant interactions.

ORGANIZATIONAL DESIGN

The Agency documents:

1. a written performance plan which describes its mission, program objectives, expected outcomes, how and when objectives will be accomplished; and that the plan is evaluated at least biennially and revised based on actual performance;
2. that training, experience, and expertise of staff relate to needs of participants and the program's mission;
3. that it is able to account for and manage public funds;
4. an administrative/organizational structure which clearly defines responsibility.

SUPPORTED EMPLOYMENT

The Agency documents:

1. that it provides training and support in social, communication, grooming, and job skills which are essential to the person's success in the workplace;
2. wage goals and progress toward improved wages for each worker;
3. progress toward a full-time work week for each worker;
4. that supports (including identification of resources necessary for transportation, job restructuring, work materials and equipment, work environment modifications, identification of job counseling needs, and provision or notification of field services about job counseling needs) have been offered, as necessary, to participants;
5. that supports (including training of co-workers to provide support and training/support to employers) have been offered as necessary in each job placement to ensure jobs are maintained;
6. if necessary, that workers are replaced into another job;
7. that placement and retention-rate goals have been identified and maintained;

8. that workers are employed in jobs with a minimum 20-hour week at prevailing wage;
 - a. that, if workers are paid less than prevailing wage, the program monitors the job (wages, hours, and productivity) and secures increases in wages commensurate with improvements in the worker's job performance;
 - b. that, if workers are placed in jobs at less than full-time, there is a plan with the employers for increases up to full-time;
 - c. that there is an exception to policy for "a" and "b" which is signed by the case manager;
9. efforts to secure jobs for persons which include benefits such as sick and annual leave, insurance and other company paid benefits, and reasons for exceptions;
10. how it has encouraged and supported opportunities for workers to be employed and supervised by the business or industry in which she/he works.

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SIGNATURES

In the Witness whereof the parties hereto have caused this contract to be executed this ____ day of _____ 2011.

Board of County Commissioners
Pacific County, Washington

Coastal Community Action Program

Norman B. Cuffel, Chairman

Craig Dublanko, Executive Director

Jon C. Kaino, Commissioner

Date _____

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board

Exhibit B- Budget

2011-12 Coastal CAP

Fund Source	Service	Original	Amendment #1
Federal Waiver & State Only	South County Group Supported Employment	\$ 15,491	
Federal Waiver	Individual Support Employment	\$ 5,000	
TOTAL		\$ 20,491	

*All Federal dollars follow the client