Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 09/02/2015		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: Professional Service Agreement between Trellis Center and Kittitas County		
Period Begin Date: January 1, 2016		Period End Date: June 30, 2016
Total Grant/Contract Amount: Compensation to not exceed $31,200.00		
Grant/Contract Number:		
Contract/Grant Summary: The Professional Services Agreement between Kittitas County and Trellis Center outlines the scope of work to be provided by Trellis. Trellis will provide a coordinated and comprehensive local program of services for persons with developmental disabilities and fulfill the County's responsibilities in agreement Attachment "D".		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date:_____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____

Signature of Prosecutor's Office Date

_____

Signature of Auditor's Office Date

_____

Signature of Board of Health member Date

Financial Information

Total Amount $31,200.00	State Funds $31,200.00	Federal Funds $
Percentage County Funds	Matching Funds $	CFDA#

	In-Kind $ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☒ Why not Included in the budgeting process
New Division Created?		
Revenue Code 105-5683340468		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date

PROFESSIONAL SERVICES AGREEMENT

This provisional Agreement is made by and between Kittitas County (hereinafter "the County") and **Trellis Center** (hereinafter "Contractor"). The County and Contractor agree as follows:

> General Conditions; Attachment A (Scope of Work); Attachment B (Compensation); Attachment C (Proof of Insurance); Attachment D (Program Agreement between County and DSHS for Developmental Disabilities County Services, including Exhibits A and B, which incorporates the DSHS and County Agreement on General Terms and Conditions by reference); Attachment E (Program Activity Level and Payment Rate Schedule)

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on January 1, 2016 and continue until June 30th, 2016. Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2016.

APPROVED:

TRELLIS CENTER

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Signature of Signatory
(Date _____)

_____
Obie O'Brien, Chairman

_____
Print Name of Signatory

_____
Paul Jewell, Vice-Chairman

_____
Gary Berndt, Commissioner

Attest:

_____
Clerk of the Board
- ☐ Julie Kjorsvik
- ☐ Mandy Buchholz

Contractor Address:

Trellis Center
170 Bare Road
Ellensburg, WA 98926

Project Contact:
Sandy Spezialy
Executive Director

County's Address:

Kittitas County
205 West 5th Avenue, Suite 108
Ellensburg, WA 98926

Project Contact:
Amy Kocher
County Coordinator

GENERAL CONDITIONS

1. Scope of Contractor's Services:
Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Attachment "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

This Agreement is entered into between Contractor and the County. Its purpose is to provide a coordinated and comprehensive local program of services for persons with developmental disabilities and to fulfill the County's responsibilities in Attachment "D". This Agreement includes statements of the Developmental Disabilities Administration within DSHS (hereinafter "DDA") responsibilities from the attached Program Agreement despite DDA not being a party to this Agreement.

2. Performance of Work:
Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable laws, codes ordinances and agreements.

3. Schedule of Performance:
Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

4. Definitions:

4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.

4.2 "Subcontractor" is any service provider or other vendor contracted by the Contractor to provide consumer services or any other work for the purpose of meeting the Contractor's obligations under this Agreement.

4.3 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.

4.4 The "Work" means all of the duties listed in Attachment "A" and the performance of all other obligations, under this Agreement by Contractor or its Support.

4.5 All definitions listed in Attachment D, Section 1 are incorporated by reference into this Agreement, with the exception of "Subcontractor".

5. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment "B". Where Attachment "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Attachment "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Attachment "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Attachment "B".

6. Assignment and Subcontracting:
No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

6.1 Contractor recognizes that under the attached Attachment D the County has obligations relative to subcontracting that may effect this agreement.

6.2 Contractor shall not enter into any subcontracts for the provision of direct services per Section 388-845-0605 WAC. Any assignments of indirect services entered into by Contractor shall ensure that all applicable terms and conditions of this Agreement will be met. Contractor remains responsible for all work performance as detailed in this Agreement.

7. Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment "B" and the Contractor is not entitled to any County benefits including, but

not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Contractor will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:
The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired by the County hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein or in the attached Attachments.

11. Right to Review:
This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all

communications with or evaluation by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

11.1 Records Maintenance: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, Contractor shall maintain records that are sufficient to:

i) Document the performance of all acts required by law, regulation, or this Agreement;

ii) Substantiate Contractor's statement of its organization's structure, tax status, capabilities, and performance;

iii) Demonstrate accounting procedures and practices which sufficiently and properly document Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;

iii) Ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and

v) Ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by Contractor.

11.2 Right of Inspection. Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine Contractor's performance and financial records and perform other activities to determine Contractor's compliance with the terms of this Agreement.

11.3 Notice of Inspections. The Contactor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.

12. Modifications:

12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.

12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.

12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Termination Due to Change in Funding. If the funds upon which the County relied to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Agreement by providing at least fifteen (15) calendar days written notice to the contractor. The termination shall be effective on the date specified in the notice of termination.

16. Defense & Indemnity Agreement:
The Contractor agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

17. Industrial Insurance Waiver:
With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any

employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

18. Venue and Choice of Law:
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 Kittitas. This Agreement shall be governed by the law of the State of Washington.

19. Withholding Payment:
In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

20. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

21. Contractor Commitments, Warranties and Representations:
The Contractor represents and warrants to the County as follows:

21.1 The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

21.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Contractor under this Agreement in accordance with its terms.

21.3 The Contractor is a qualified service provider and is authorized to provide consumer services and additional consumer services.

21.4 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

21.5 The Contractor has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.

21.6 The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations

or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

21.7 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

22. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

22.1 Contractor shall be notified promptly in writing by County of any notice of such claim.

22.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

23. Disputes:

23.1 General

Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

23.2 Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim.

Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

23.3. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

24. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County and/or DSHS.

25. Confidentiality:

The Contractor, its employees, Sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or DSHS or acquired by the Contractor in performance of this Agreement, except: 1) as provided below, 2) upon the prior written consent of the Kittitas County Prosecuting Attorney; or 3) upon an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

25.1 The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated hereunder, except:

25.1.1 As provided by law; or

25.1.2 In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal information.

25.2 The Contractor shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable

security measures, which include restricting access to the Confidential Information by:

25.2.1 Allowing access only to staff that have an authorized business requirement to view the confidential information.

25.2.2 Physically securing any computers, documents, or other media containing the Confidential Information.

25.2.3 Ensure the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

25.2.4 When transporting six (6) to one hundred forty nine (149) records containing Confidential Information outside a Secure Area, do one or more of the following as appropriate:

25.2.4(1) Use a Trusted System

25.2.4(2) Encrypt the Confidential Information, including:

25.2.4(2)(i) Email and/or email attachments.

25.2.4(2)(ii) Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

25.2.5 When transporting one hundred fifty (150) records or more containing Confidential Information outside a Secure Area refer to the requirements in Attachment D, Exhibit A: Data Security Requirements.

25.2.6 Send paper documents containing Confidential Information via a Trusted System

25.3 To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

25.4 Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of the information will be protected, and the information

destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.

25.5 The compromise or potential compromise of Confidential Information must be reported to the County within one (1) business day of discovery. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

26. Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

27. Severability:
If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

28. Miscellaneous:

28.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.

28.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

28.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.

28.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

29. Waiver:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival:
The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 29, 31, and 32, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Nondiscrimination:

31.1 The County is an equal opportunity employer.

31.2 Nondiscrimination in Employment
In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

31.3 Nondiscrimination in Services
The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

31.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate

safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

32. Prevailing Wage:
Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

33. Debarment Certification.
The Contractor certifies that it:

33.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

33.2 Has not within a three-year period preceding the execution of this contract with Kittitas County, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

33.3 Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 33.2 of this section.

33.4 Has not within a three-year period preceding the preceding the execution of this contract with Kittitas County had one or more public transactions (Federal, State, or local) terminated for cause of default.

34. Treatment of Client Property. The Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is

appropriate to the client's age, development, and needs. Upon termination or completion of the Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. Title to Property. Title to all property furnished or purchased by the County for use by the Contractor during the term of this Agreement shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the county under this Agreement shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all County property in its possession against loss or damage and shall return County property to the County upon termination or expiration of this Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

36. Subrecipient Requirements.

36.1 General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation;

(6) Comply with the applicable requirements of either 2 CFR Part 225 (OMB Circular A-87) or 2 CFR Part 230 (OMB Circular A-122), and any successor or replacement circular or regulation as applicable; and

(7) Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C. D, E, and G, and 28 CFR Parts 35 and 39. (See http://www.ojp.usdoj.gov/about/offices/ocr.htm for additional information and access to the aforementioned federal laws and regulations.)

36.2 Single Audit Act Compliance. If the Contractor is a sub recipient and expends $500,000 or more in federal awards from all sources in any fiscal year, the County shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the County contact person, listed on the first page of the Program Agreement, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and

(2) Follow-up and develop corrective action for all audit findings, in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."

36.3 Other Audit. If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the County a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

36.4 Overpayments. If it is determined by the County, or by DSHS, or by an auditor during the course of a required audit, that the Contractor has been paid unallowable costs under any applicable Program Agreement, DSHS or the County may require the Contractor to reimburse DSHS in accordance with either 2 CFR Part 225 (OMB Circular A-87) or 2 CFR Part 230 (OMB Circular A-122), as applicable.

37. Order of Precedence. In the event of an inconsistency in this Agreement and any Attachments, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

37.1 Applicable federal and State of Washington statutes and regulations;

37.2 DSHS and County Agreement on Special Terms and Conditions (Incorporated by reference in Attachment D);

37.3 Attachment D: DSHS and County Program Agreement on DDA County Services;

37.4 This Agreement.

ATTACHMENT "A"

SCOPE OF WORK

In addition to providing all material and labor, the Contractor shall perform the following:

1. **Client Eligibility:** Client eligibility and service referral are the responsibility of the DDA in line with Chapter 388-823 WAC (Eligibility) and WAC 388-825 (Service Rules). Only persons referred by the DDA shall be eligible for direct client services under the attached Program Agreement. It is the DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided by Contractor or subcontractors or providers without authorization by DDA are not reimbursable under this Agreement.

2. **Client Rights.** The Contractor shall:

   a. Ensure that a statement of Client Rights are posted in compliance with Section 388-850-050 WAC; and

   b. Ensure that Client rights and client health and safety are protected in compliance with Section 388-850-040 WAC and DDA Policy 5.06: *Client Rights*.

3. **Credentials and Minimum Requirements.**

   Contractor shall ensure that Contractor meets the following requirements:

   a. Fiscally Responsible. The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

   b. Sufficient Policies and Procedures: Establish and maintain adequate internal control systems. The Contractor 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.

   c. Background / Criminal History Check: Contractor shall conduct background criminal history checks 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 Contractor or the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a

conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance. The Contractor shall annually and upon request provide copies of all such checks.

d. Qualified Service Providers: The Contractor shall meet all service providers qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualification* during the effective dates of this Agreement, with exception to the following as approved by DDA:

    (1) Item B, number 6 "Employment" service type: Because DDA clients the Trellis Center will be supporting are already self-employed individuals, DDA agreed to substitute an Applied Behavioral Analysis (ABA) degree in place of requirements for employment.

e. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Contractor agrees to assign to the County its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement. Written documentation shall be available to DSHS on request.

f. Reporting Abuse and Neglect: Contractor's staff are mandated reporters under RCW 74.34.020, and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW. If the County is notified by DSHS that Contractor is cited or on the registry for a substantiated finding then associated staff will be prohibited from providing services under this Agreement.

g. Contractor recognizes that the County staff must perform on-site evaluations of Contractor work sites and promptly report findings from such evaluations to DSHS under the attached Program Agreement. The evaluation will have a Quality Assurance and a Quality Improvement component and will include objective measures to comply with DDA Criteria and Service Agreement. Contractor shall provide full assistance with any such inspection and does hereby waive any cause of action against the County, its officers or staff for any action associated with such evaluations or reporting.

4. Statement of Work

a. The Contractor shall:

    (1) Work with the DDA Region when individuals are referred for services;

(2) Work with the DDA Region to document planned services in the Individual's Support Plan;

(3) Assist with informing the Region of any potential service level changes not documented in the individual's DD Assessment prior to any changes;

(4) Work with the DDA Region regarding service termination;

(5) Work with the County on Spending Plan adjustments;

(6) Inform the DDA Region of new providers to be included on the CMIS system; and

(7) Upon written request from the DDA Region or the County, the Contractor shall provide a copy of each subcontractor's contract.

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with the currently effective DDA BARS Supplement manual incorporated by reference herein.

c. The Contractor shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices:

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) WAC 388-850-025, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;

(3) Criteria for Evaluation;

(4) County Guidelines; and

(5) Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Employment and Day Program Service Providers for consumer support services shall include the following program outcomes:

(1) Monthly Community Access service support hours will be based on the Client's community access service level per WAC 388-828-9310 for all Clients who began receiving community access services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building,

and achieve other expected benefits of Community Access, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) Community Access 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.

(c) A Client receiving Community Access services will not receive employment support simultaneously.

(d) A Client receiving Community Access services may at any time choose to leave Community Access to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) Prior to beginning service or prior to an expected change in service, the provider will clearly communicate to the Client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the Client has received proper notification from DDA.

(a) The Client's DDA ISP is the driver for service. The CMIS County Service Authorization and updated Planned Rates information will not exceed the Client's DDA ISP.
(b) The amount of service the Client receives should match with the CMIS County Service Authorization and updated Planned Rates information.

(4) All Clients will have an individualized plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to their CRM, guardian and others as appropriate.

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the provider to the County and the CRM, guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment, Group Supported Employment, or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the family/Client; and

(c) Develop additional strategies with the family/Client, county staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Access activities or the Client may choose to remain in an employment program. When requesting to participate in Community Access services, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing Community Access services.

(9) For Individual Employment where the service provider is also the Client's employer long term funding will remain available to the service provider / employer for six (6) months after the employee / DDA Client's date of hire. At the end of the six month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval for the service provider to continue to provide long-term supports if needed.

(10) For Group Supported Employment, Clients must have paid work or paid training. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

(11) For Prevocational services, Clients will receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

5. Quality Assurance & Evaluation.

a. Service Review and Evaluation System: Contractor shall develop and have available for review an evaluation system to review subcontractors of indirect services. The evaluation system will incorporate Quality Assurance items as defined and Quality Improvement measures. A copy of such evaluation system shall be provided upon request to the DDA for review and approval.

b. County On-Site Evaluation and Review: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one on-site visit to each subcontractor during the year. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor, and reviews of on-site visits. Copies of such documentation will be provided to the DDA Office upon request.

6. Single State Medicaid Agency—DSHS. DSHS, as the single state Medicaid Agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. Contractor only has responsibility for services covered in this agreement.

7. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with the DDA is incorporated by reference. Contractor assures that it and its subcontractors 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.

8. **CMIS Data System.** The Contractor shall use the CMIS data system for all billing requests, service provider address and phone number maintenance, evaluation dates and to provide employment outcome information. The Contractor shall:

   a. Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions incorporated by reference.

   b. Assure integrity of data submitted to state. When data is submitted and rejected due to errors or later an error is identified, Contractor will correct and resubmit within thirty (30) days.

ATTACHMENT "B"

COMPENSATION

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed $31,200.00:

1. Consideration

a. Approval of Fees — DDA Responsibility: The DDA Region shall approve fees/rates being provided. The rate schedule (Attachment E) should align to a client's demonstrated acuity level. The County, on behalf of the Contractor, will submit a fee/rate schedule with the initial County Program Agreement (Attachment D). The County will submit on behalf of the Contractor an updated fee/rate schedules to the DDA Region for approval as changes occur.

b. Attachment D – Budget: Budget amount listed in Attachment D – Contractor may not exceed the state revenue dollar amount or the total revenue dollar amount indicated on the Budget attached to the Program Agreement Attachment D).

2. Billing and Payment

a. County Program Agreement Budget: The County shall pay Contractor all allowable costs (with the exception in Section 2e of this Attachment), as defined in the current DDA Budget Accounting and Reporting System (BARS) Manual Supplement. Reimbursement for Fiscal Year (FY) costs shall not exceed the revenue for each of the FY's revenues listed in Attachment D: Exhibit B to a total maximum amount of $31,297.68. However, with a program agreement amendment, the parties may increase or decrease the program agreement amount.

b. Monthly Invoices with Documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted in a manner designated by the County.

c. Reimbursement of client services. A claim for each individual is made on the CMIS system documents by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

> An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement; or

A "Month" represents a defined tier rate which is documented range of service hours that correlate to a specific reimbursement for a month.

d. Administration: The County will provide program administration. Administrative costs will not exceed those amounts designated for administration in Attachment D: Exhibit B.

e. Contractor's billing must not exceed the allowable costs as provided in Section 2a of this Attachment. Contractor agrees to bill only for services provided and further agrees that such payments shall be full consideration for those services and the administrative duties required by this contract.

f. Timeliness of and Modification to Billings: All initial invoices with documentation must be received by the DDA Region within sixty (60) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Contractor shall provide all initial invoices to the County to submit to the DDA Region. Payment will not be made on any invoice submitted past the 60 calendar days of the contract fiscal year.

g. Contractor's compensation under this agreement shall be limited to money's as provided in Section 2a of this Attachment. If the County does not receive payment or millage for any reason, it shall not be obligated to provide other funds and Contractor agrees that it will not receive payment. Contractor agrees to assist as needed to ensure that payment is received from DDA.

3. **Duplicative Funding.** It is an expectation that all Clients access DVR funding as a resource. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142, or any other source of public or private funding.

4. **Recovery of Fees**: If Contractor bills and is paid fees for services that DSHS or the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS or the County shall recover the fees for those services and Contractor shall fully cooperate during the recovery.

ATTACHMENT "C"

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support.

- A copy of the additional insured endorsement must be submitted prior to entering into the contract so that the County may ensure that all insurance provided is occurrence-based, **primary and non-contributory.**

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for:

1) Commercial General Liability Insurance.
   - Coverage limits not less than:
     - $1,000,000 per occurrence per project
     - $3,000,000 project aggregate
     - $1,000,000 products & completed operations aggregate
     - $1,000,000 personal and advertising injury, each offense
   - Certificate Holder – Kittitas County
   - The Certificate must name the County as additional insured as defined in the Agreement
   - All insurance provided in compliance with this Agreement shall be primary and non-contributory as to any other insurance or self-insurance programs afforded to or maintained by the County.
   - Sixty (60) days written notice to the County of cancellation of the insurance policy.

2) Stop Gap/Employers Liability.
   - Coverage limits not less than:
     - $1,000,000 each accident
     - $1,000,000 disease – policy limit
     - $1,000,000 disease – each employee
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

3) Commercial Automobile Liability Insurance.
   - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
   - Coverage limits not less than:
     - $1,000,000 combined single limit
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

4) Workers' Compensation.
   - Workers' Compensation in amounts required by law.

7) Professional Liability
   - Professional Liability Insurance covering professional errors and omissions. Such policy must provide the following minimum limits:
     - $1,000,000 per occurrence
     - $3,000,000 project aggregate
   - If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement.
   - Sixty (60) days written notice to the County of cancellation of the insurance policy.

Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

ATTACHMENT "D"

Program Agreement between DSHS and the County for DDA County Services

Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM AGREEMENT

DDA County Services

DSHS Agreement Number: 1563-44899

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Developmental Disabilities Admin	Division of Developmental Disabilities	1225	1769CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Roger Van Allen Operations Manager	1611 W Indiana Ave Spokane, WA 99205-

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(509) 329-2952	(509) 568-3037	vanalrl@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Kittitas County Kittitas County DDA County Services	507 North Nanum Street Suite 102 Ellensburg, WA 98926-
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 91-6001349	COUNTY CONTACT NAME Sigrid Welker

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 962-7567		

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2015	06/30/2016	$689,190.00

EXHIBITS. The following Exhibits are attached: **Exhibit A – Data Security Requirements; Exhibit B – Program Agreement Budget; Exhibit C – Local Match Certification**

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
Gary Berndt	Gary Berndt, BOCC Chair	9/15/15

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Melissa Diebert	Melissa Diebert, Contract Manager	9-25-15

RECEIVED
OCT 05 2015
DDA SPOKANE

RECEIVED
SEP 21 2015
DDA SPOKANE

RECEIVED
SEP 25 2015
Budget, Finance & Contracts

Special 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 ADSA Web Access also referred to as the CMIS.

   c. "Additional Consumer Services" refers to indirect Client service types as follows:

      (1) "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.

      (2) "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.

      (3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

         (a) 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."

         (b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

         (c) "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. "ADSA" means Aging & Disability Services Administration.

   e. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   f. "BARS" means DDA Budget and Accounting Reporting System.

   g. "CSA" means County Service Authorization.

   h. "CMIS" means the Case Management Information System also referred to as AWA.

   i. "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.

   j. "County" means the county or counties entering into this Program Agreement.

   k. "Confidential Information" means information that is exempt from disclosure to the public or other

unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but not limited to, Personal information.

l. "Consumer Support" refers to direct Client service types as follows:

(1) "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.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child eligible 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.

(3) "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 to, 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.

(4) "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.

(5) "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.

(6) "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.

m. "CRM" means the DDA Case Resource Manager.

n. "DD" means developmental disabilities.

o. "DDA" means the Developmental Disabilities Administration within DSHS.

p. "DDA Region" means the DDA Regional office.

q. "DVR" means the Division of Vocational Rehabilitation.

r. "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.

s. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

t. "HCBS" means the Medicaid Home and Community Based Services.

u. "ISP" means the Individual Support Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs.

v. "PASRR" means Preadmission Screening and Resident Review.

w. "Personal Information" means information identifiable to any person including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

x. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

y. "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.

z. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

aa. "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.

bb. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

cc. "Subcontractor" is the service provider contracted by the County to provide consumer services.

dd. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives

confirmation of delivery from the authorized and intended recipient of Confidential Information.

ee. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

ff. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Purpose:** This Program Agreement is entered into between DDA and the County 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. **Confidentiality:**

a. The County shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Program Agreement for any purpose that is not directly connected with the performance of the services contemplated hereunder, except:

(1) As provided by law; or,

(2) In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The County shall protect and maintain all Confidential Information gained by reason of this Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the County to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information;

(2) Physically Securing any computers, documents, or other media containing the Confidential Information;

(3) Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;

(4) When transporting six (6) to one hundred forty nine (149) records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(a) Using a Trusted System, or

(b) Encrypting the Confidential Information, including:

i. Email and/or email attachments.

ii. Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

(5) When transporting one hundred fifty (150) records or more containing Confidential Information outside a Secure Area, referring to the requirements in Exhibit A – Data Security Requirements; and

(6) Sending paper documents containing Confidential Information via a Trusted System.

c. To the extent allowed by law, at the end of the Program Agreement term or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on this Program Agreement within five (5) business days of discovery for breaches of less than one hundred fifty (150) persons' protected data, and one (1) business day of discovery of breaches of over one hundred fifty (150) persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

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.

5. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

d. Sufficient Policies and Procedures for Establishment and Maintenance of adequate internal control systems: The County 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.

e. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), 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 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

f. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, Consumer Support as defined in this agreement , and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

g. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications.*

h. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this agreement. Written documentation shall be available to DSHS on request.

i. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(11) must comply with reporting requirements described in RCW 74.34.035, .040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

j. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

k. The County staff who perform on-site evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* 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, and,

(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.

6. **Duty to Disclose:** Pursuant to 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

Special Terms and Conditions

7. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively, the parties shall administer DD services within the county as set forth below:

   a. The DDA region shall:

      (1) Review subcontractors and shall immediately notify the County of any disapproval of the subcontractors identified by the County;

      (2) Inform and include the County in the discharge planning of individuals leaving institutions and returning to the community who will need program funding;

      (3) Inform the County of individuals who have had their waiver status changed;

      (4) Work with the County when referring individuals for services;

      (5) Inform Clients of service changes through Planned Action Notice(s);

      (6) Work with the County to document planned services in the Individual's Support Plan including notification of assessment dates;

      (7) Work with the County when terminating services;

      (8) Work with the County on Spending Plan adjustments; and

      (9) Work with the County in participating in on-site evaluation of direct service providers.

   b. The County shall:

      (1) Work with the DDA Region when individuals are referred for services;

      (2) Work with the DDA Region to document planned services in the Individual's Support Plan;

      (3) Assist with informing the DDA Region of any potential service level changes not documented in the individual's DD Assessment prior to any changes;

      (4) Work with the DDA Region regarding service termination;

      (5) Work with the DDA Region on Spending Plan adjustments;

      (6) Inform the DDA Region of new providers to be included on the CMIS system;

      (7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;

      (8) Provide a copy of each subcontractor's contract upon written request from the DDA Region; and

      (9) Notify and work with the DDA Region when performing on-site evaluations of direct service providers.

   c. Compliance with BARS Policies: The County shall take any necessary and reasonable steps to comply with BARS.

   d. The County shall comply with the following referenced documents found at DDA Internet site

https://www.dshs.wa.gov/dda/county-best-practices under "Counties":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205,0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;

(3) Criteria for Evaluation;

(4) County Guidelines; and

(5) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site https://www.dshs.wa.gov/dda/county-best-practices to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services will be issued at a minimum of once every four years for new providers. If a Client's needs cannot be met by the current qualified providers or there is a capacity issue, then the County shall issue an RFQ prior to the four year cycle.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Regional Approval of Subcontractors: The DDA Region shall review new subcontractors and shall immediately notify the County of any disapproval of the subcontractors identified by the County.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Access service support hours will be based on the Client's community access service level per WAC 388-828-9310 for all Clients who began receiving community access services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) Community Access 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.

(c) A Client receiving Community Access services will not receive employment support simultaneously.

(d) A Client receiving Community Access services may at any time choose to leave Community Access to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) Prior to beginning service or prior to an expected change in service, the provider will clearly communicate to the Client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the Client has received proper notification from DDA.

(a) The Client's DDA ISP is the driver for service. The CMIS County Service Authorization and updated Planned Rates information will not exceed the Client's DDA ISP.

(b) The amount of service the Client receives should match with the CMIS County Service Authorization and updated Planned Rates information

(4) All Clients will have an individualized plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to their CRM, guardian and others as appropriate.

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the provider or the County to the CRM, guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment, Group Supported Employment, or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the family/Client; and

(c) Develop additional strategies with the family/Client, county staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be

conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Access activities or the Client may choose to remain in an employment program. When requesting to participate in Community Access services, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing Community Access services.

(9) For Individual Employment where the service provider is also the Client's employer long term funding will remain available to the service provider / employer for six months after the employee / DDA Client's date of hire. At the end of the six month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval for the service provider to continue to provide long-term supports if needed.

(10) For Group Supported Employment, Clients must have paid work or paid training. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

(11) For Prevocational services, Clients will receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of such evaluation system shall be provided upon request to DDA for review and approval.

m. On-Site Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one on-site visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such

documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled bi-monthly meetings between County developmental disability staff and DDA staff to remain updated and current.

p. CMIS Data System: The County shall use the CMIS data system for all billing requests, service provider address and phone number maintenance, evaluation dates and to provide employment outcome information.

(1) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

(2) Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

8. Consideration:

a. County Millage Funds: Per RCW 71.20.110, a County may elect to declare all or part of millage funds to the state of Washington, Department of Social and Health Services, for the purpose of obtaining federal matching funds to coordinate and provide community services for individuals with developmental disabilities. Millage funds that are matched with federal dollars must comply with federal requirements. Counties electing to make such a declaration of Millage funds will:

(1) Ensure that services provided using millage and matching funds meet HCBS Waiver requirements. Additionally, millage and matching funds shall not be used when the same services are paid for under the Rehabilitation Act of 1973 or Public Law 94-142.

(2) Each Month complete a separate A-19 identifying the amount of total expenditures by category, the amount of millage contributed, and the expected amount of federal match. Additionally enter this information into AWA/ CARE County billing summary.

(3) Submit a Local Match Certification (Exhibit C) with the final contract billing.

b. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDA Region for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, PVS, CA, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA will set limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four. The current rates are as follows:

(a) Employment services.

i. Individual Employment services will not exceed $75.00/hour.

ii. Group Supported Employment services will not exceed $65.00/hour.

iii. Prevocational services will not exceed $55.00/hour.

(b) Community Access services will not exceed an hourly rate of $30.00.

(c) Child Development services will not exceed a monthly rate of $500.00.

c. Budget and Spending Plan, attached as Exhibit B:

(1) Budget amount listed in Exhibit B: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in Exhibit B. The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial Spending Plan. Funding shall be distributed under planned expenditures as well as allocated under State and Medicaid shall function as a line item budget for expenditures under this agreement. The planned expenditures for Consumer Support are based on Client numbers as well as planned additional consumer services expenditures. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a contract amendment.

d. If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

e. Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

f. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

9. Billing and Payment:

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as:

(1) Administration: Costs of the County Human Services Department or similar county office, responsible for administration of the Developmental Disabilities Program. Allowable costs

include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: 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.

(c) Other Activities

i. 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."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. 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).

(3) Consumer Support

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Access 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 (9) months of employment support, have not found a job and decide not to continue looking for work.

(c) Child Development 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.

(d) 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.

(e) 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 or pre-vocational services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment 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 community settings.

(g) Pre-Vocational 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.

b. Reimbursement for the Fiscal Year shall not exceed the total amount listed in Exhibit B to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Documentation: All requests for reimbursement amounts must be entered and posted into the CMIS system. The Contractor may post a combined claim of all programs/services covered by this agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.

d. 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 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

(3) A "Month" represents a minimum of one service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

f. Program Administration : The County will provide program administration and may bill for administrative costs as identified in Exhibit B. Administrative costs will not exceed 7% of the total combined allocation for Consumer Support and Other Consumer Support services unless millage has been declared or the Assistant Secretary of DDA approves a request for an exception under Chapter 388-850 WAC. Monthly claims for administrative costs will be 1/12 of the maximum Administration amount identified in Exhibit B.

g. The Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at http://www.dshs.wa.gov/ddd/counties.shtm.

h. The Community Access Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at http://www.dshs.wa.gov/ddd/counties.shtm.

i. Timeliness of and Modification to Billings: All initial invoices with documentation must be received by the DDA Region within sixty (60) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

10. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted 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. DDA will supply to the County a list of ICF/ID residents who attend a day program.

11. **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 for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

12. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors 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, and other miscellaneous matters and is binding for all providers of DDA contracted services.

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **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.

3. **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 User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

      For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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 Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes**.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

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

EXHIBIT B

Program Agreement Budget

XX Original Budget **Budget Revision**

REVENUES

Fiscal Year	Fund Source	Original	1st Revision	2nd Revision	3rd Revision
2016	State	358425			
	Waiver				
	Local				
	Medicaid Match to Local				
	Total Rev.	$689190	$	$	$

Fiscal Year	Fund Source	Original	1st Revision	2nd Revision	3rd Revision
2017	State				
	Waiver				
	Local				
	Medicaid Match to Local				
	Total Rev.	$	$	$	$

COUNTY FY 2016 SPENDING PLAN

	Planned Expenditures				
	Local Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (CMIS/AWA BARS 11)		748	24386	19953	44339
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)			20052	16407	36459
CONSUMER SUPPORT					
STATE-ONLY			31020		31020
Child Development					
MEDICAID CLIENTS		10692	282966	282966	565932
ROADS to COMMUNITY LIVING					
TOTAL		11440	358425	319325	689190

Exhibit C
Local Match

Washington State Department of Social & Health Services
FSA, Financial Services Administration

Local Match Certification

(This form must be submitted with final contract billing.)

I_____ certify that local funds and/or in-kind items
PRINT NAME

_____ were provided in the amount of
TYPE AND SOURCE OF FUNDS/ITEMS

$_____ and were used to match federal funds paid during the time period

of_____ through_____ for

_____.
TYPE OF SERVICE/CONTRACT

NAME OF ENTITY		
NAME OF AUTHORIZED AGENT		CONTRACT/VENDOR NUMBER
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE	TITLE OR POSITION	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER	

Instructions

Name: Printed name of the local entity's agent authorized to complete certification form.

Type and source of funds: The type and source of local funds used. In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).

Dollar amount: Dollars that were used to match federal funds paid during the time period. Dollars reported must agree with amount on the final billing.

Time frame: Period of time the services were provided.

Type of service/contact: Services eligible for FFP.

Name of entity: Name of local entity that is providing the local funding match.

Name of authorized agent: Name of local entity that is authorized to act in behalf of local entity.

Contract/vendor number: The contract or vendor number of the local entity.

Authorized representative's signature: The signature of the local entity authorized representative.

Date: Date when form was completed.

Title or position: Title or position of local entity authorized representative

Printed name: Printed name of authorized representative.

Telephone number: Telephone number of authorized representative. Include the area code.

ATTACHMENT "E"

Program Activity Level and Payment Rate Schedule

Kittitas County-Department of Developmental Disabilities
Provisional January 1, 2016 – June 30th 2016 Contract
DDA Negotiated Rate Schedule for The Trellis Center

Individual Employment (IE) $50.00 per service hour

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DEVELOPMENTAL DISABILITIES ADMINISTRATION
P.O. BOX 45310
OLYMPIA, WA 98504-5310

October 12, 2015

Robin Read, Public Health Administrator
Kittitas County Public Health Department
507 N Nanum Street, Suite #102
Ellensburg, Washington 98926

Dear Ms. Read,

Last year the Developmental Disabilities Administration (DDA) had granted the Trellis Center a one year provisional contract with Kittitas County to support the four DDA clients known as TerraVine Growers. The Trellis Center was charged with demonstrating the ability to be in full compliance with the contract, including the Criteria for Evaluation at the end of one year. DDA also agreed to substitute an Applied Behavior Analysis (ABA) certificate in place of the requirements for employment as outline in the DDA Policy 6.13 item B, number 6. Additionally, the clients known as TerraVine Growers are classified as self-employed which means it is important to assure these clients meet the DDA Self-Employment policy guidelines.

On September 11, 2015, Kittitas County Coordinator, Sigrid Welker and the DDA Employment Specialist, Carrie Bayha, monitored the Trellis Center. Sigrid focused on contractual requirements while Carrie focused on more detailed review of the client's self-employment and business practices. Sigrid's monitoring resulted in only a couple minor corrective actions which centered on better goals and documentation of progress made for each client. The agency did not have an outside audit done; however, is not receiving more than $100,000 per year. Carrie was able to review some financial transactions of the self-employed TerraVine Growers but since they have not yet been in business for a year, taxes information has not yet been reported, so were unable to review.

DDA recommends that the Trellis Center remain in a provisional contract status until it can be established that the TerraVine Growers are supporting a business versus a hobby.

Let this letter serve as an Exception to the DDA Policy 6.13 and if you have question, please contract Branda Matson at 360 725-3405.

Sincerely,

Evelyn Perez, Assistant Secretary

Cc: Branda Matson, County Services Unit Manager

From: Matson, Branda (DSHS/DDA) [mailto:MatsoBK@dshs.wa.gov]
Sent: Tuesday, January 05, 2016 4:43 PM
To: Amy Kocher
Cc: Bayha, Carrie S (DSHS/DDA); Kasey Knutson; Kaitlyn Reddick
Subject: encrypt

Amy,

Trellis is billing $1300 (26 hours x $50/Hr.) per client per month which is a total of $62,400 annualized. In the initial 2016 contract to Kittitas $37,722 was included for the Trellis clients, which means we would need to amend in an additional $24,768 to fully support the Tarravine growers

I also see that you have three new clients Hickman, Giesy and Villa all of which are medium acuity ($616/Mo). Do you anticipate any new clients or transition students through the contract period?

Will the following work?

Tarravine growers	$	24,768
Client in July	$	7,392
Client in Sept	$	6,160
Client in Oct.	$	5,544
	$	43,864
Info/Ed	$	2,632
Admin	$	3,255
	$	49,751

Branda Matson,
Employment and Day Unit Manager
DSHS, Developmental Disabilities Administration
PO Box 45310
Olympia, WA 98504-5310
Phone 360-725-3405
Fax 360-407-0955

Candi Blackford

From: Matson, Branda (DSHS/DDA) <MatsoBK@dshs.wa.gov>
Sent: Wednesday, September 23, 2015 11:16 AM
To: Bayha, Carrie S (DSHS/DDA)
Cc: Hakim, Saif (DSHS/DDA); Inaba, Sheila (DSHS/DDA); SigridWelker Archive; Crimin, Scott E (DSHS/DDA); Van Allen, Roger (DSHS/DDA); Perez, Evelyn (DSHS/DDA); Roberts, Debbie (DSHS/DDA)
Subject: RE: Trellis in Kittitas

Carrie,
Thank you for your review and feedback. I support your recommendation but would expect this to continue as a provisional contract as folks do not appear to be earning monies other than small draws. Because it is provisional, DDA would not open this service / provider for other DDA clients to receive support under Terrivine or Trellis. Given this is such a high profile situation, I would suggest that the Kittitas coordinator accompanied by a DDA staff go back out for another review say in April or May of 2016.

I will work with Roger to amend Kittitas's contract so that they have the funding to support Trellis through June 2016.

Let me know if there are questions. Again, thank you for your hard work Carrie!

Branda Matson,
Employment and Day Unit Manager
DSHS, Developmental Disabilities Administration
PO Box 45310
Olympia, WA 98504-5310
Phone 360-725-3405
Fax 360-407-0955

From: Bayha, Carrie S (DSHS/DDA)
Sent: Wednesday, September 23, 2015 10:55 AM
To: Matson, Branda (DSHS/DDA)
Cc: Hakim, Saif (DSHS/DDA); Inaba, Sheila (DSHS/DDA); Sigrid Welker; Crimin, Scott E (DSHS/DDA)
Subject: Trellis in Kittitas

Hello Branda,
On September 11, 2015 I accompanied Sigrid Welker, the Kittitas County Coordinator, to the monitoring of the county contract with Trellis Center. Sigrid focused her monitoring on contractual requirements while I focused on more detailed review of the client's self-employment and business practices. Sigrid's monitoring resulted in only a couple minor corrective actions which centered around better goals and documentation of progress made for each client. The agency did not have an outside audit done; however, is not receiving more than $75,000 per year.

Regarding the actual business each client shares in, it is my opinion that services are being provided to each client in an appropriate manner. Clients are included and encouraged to participate in all aspects of the operation, marketing and labor of the business. Integration is taking place when clients are delivering their product to local businesses and while selling their produce at the local farmer's market. Integration with non-disabled individuals also happens on the farm

site itself as the support agency (Trellis) has volunteers from the local colleges participating with labor tasks alongside and interacting with the clients. The practices appear to be consistent with the nature of an agricultural business in general.

The current county contract expires 12/31/15. It is my opinion and recommendation that we authorize the extension and continuation of a contract for ISE services with Kittitas county.

Thank you.

~Carrie Bayha
Region 1 Employment Specialist
Developmental Disabilities Administration
500 N. Morain, Ste. 2210
Kennewick, WA 99336
Phone: 509-374-2128
Cell: 509-440-1833
Fax: 509-734-7103
bayhacs@dshs.wa.gov