Kittitas County
Review Form
Grants & Contract Agreement

Today's Date September 24, 2013	Agenda Date October 1, 2013
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Entrust	
Period Begin Date: September 1, 2013	Period End Date: June 30, 2014
Total Grant/Contract Amount: $22,400.00	
Grant/Contract Number:	
Contract/Grant Summary:	

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

Department Head Signature: _____, Administrator Date: 9/25/13

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

_____ 9/24/13
Signature of Prosecutor's Office Date

_____ 9/24/13
Signature of Auditor's Office Date

_____
Signature of Board of Health member Date

Financial Information

Total Amount $22,400	State Funds $	Federal Funds $
Percentage County Funds	Matching Funds $	CFDA#
	In-Kind $ Explain	
Is Equipment being purchased?no	Who owns equipment?	
New Personnel being hired?no	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County: N/A		

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☒ Why not
New Division Created? No		
Revenue Code		

Pass Through Information

Agency to Pass Through	Yes
Amount to Pass Through	$22,400
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 Dean Tonseth	Date September 24, 2013

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between Kittitas County (hereinafter "the County") and Entrust Community Services (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 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 the September 16, 2013 and continue until June 30, 2014. 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 September, 2013.

APPROVED:

ENTRUST COMMUNITY SERVICES

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

Contractor Address:

Entrust Community Services
PO BOX 9727
1510 So. 36th Avenue
Yakima, WA 98909-0727

Project Contact:
Sherie Leadon
Chief Executive Officer

County's Address:

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

Project Contact:
Dean Tonseth
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.

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 County. 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 of 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 General 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. **Contractor shall be in compliance with and meet the qualifications outlined in DDA Policy 6.13, *Program Provider Qualifications*.**

b. 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.

c. 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.

d. 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.

e. 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.

f. 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. If Contractor provides Child Development Services (birth to three early intervention services), then Contractor must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C and Washington State's Infant Toddler Early Intervention Program Federally Approved Plan.

h. Contractor recognizes that the County staff must perform on-site evaluations of Contractor work sites and promptly report finding from such evaluations to DSHS under the attached Program 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.

3. 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 DDA Region 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 http://www1.dshs.wa.gov/ddd/counties.shtml under "Counties":

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. A qualified provider must be a county or an individual or agency contracted with a county or DDA.

e. Limitation to the Waiver services: The Contractor shall act in accordance with WAC 388-845-0110 by monitoring the client's yearly waiver limits for Basic and Basic Plus consumer support services for Employment & Day.

f. Program Services: Contractor agrees to provide the following:

1) Direct Client Services. The Contractor shall provide the following "Consumer Support" services as defined in Attachment "D":

i. "Community Access" or "CA";

ii. "Individual Supported Employment" or "IE";

iii. "Group Supported Employment" or "GSE";

g. **Program Outcomes:**

1) Direct Client Services

i. Contractor will ensure that clients in Community Access should average fifteen (15) hours of service and or activities per month. A client receiving Community Access services will not receive employment support simultaneously. A client may choose to move to an employment service at any time.

ii. Contractor will ensure that clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients' employment should average twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need and acuity level.

iii. Contractor will ensure that service changes will not occur until client has received proper notification from DDA. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates Information and the ISP. Prior to beginning service or an expected change in the minimum and maximum service hours per month, the Contractor or provider will clearly communicate to the client and the county what the client can expect to receive.

(a) Prior to beginning service the Contractor will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Contractor will also communicate the service hour information through to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information. The client semi-annual progress reports currently referenced in DDA Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the Contractor.

iv. Contractor will ensure all clients will have an individualized plan to

identify client's preference. A copy of the client's individualization plan will be provided to their respective CRM.

v. Contractor will ensure that semi-annual progress reports that describe the outcomes of activities will be provided to CRM's. The report will summarize the progress made towards he client's individualized goals.

vi. Contractor will ensure that all clients will be contacted by their service provider according to client need or at least once per month. If clients in Individual Employment have not obtained paid employment within six (6) months the Contractor will assure the following steps are taken:

(a) Review of the progress towards employment goals;

(b) Consultation with the family/client; and

(c) Develop additional strategies with the family/client, Contractor staff, and 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/new strategies will be documented for each client and kept in the client's file(s).

vii. If, after twelve (12) months the client remains unemployed an additional review will be conducted by the Contractor. 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 can choose to remain in an employment program. When requesting to participate in the Community Access services, the client shall communicate directly with his or her DDA Case manager. The DDA Case Manager is responsible for authorizing Community Access services.

4. 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 biennium. 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.

5. **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.

6. **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.

7. **Management Information 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 $22,400.00, as described below:

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. Contractor, on behalf of the County, will submit a fee/rate schedule with the initial County Program Agreement (Attachment D). Contractor will submit on behalf of the County an updated fee/rate schedules to the DDA Region for approval as changes occur.

b. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment or day program support costs. Negotiation for client funding between the receiving and sending counties is permissible.

c. Funds Designated for Adult Day Care Consumers: Funds designed 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 Levels II or III services (Adult Day Care). Levels II or 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, educations, 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 is no longer needing and wanting services, the funds are available for other clients who are not part of the original group of 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.

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 $22,400.00. However, with a program agreement amendment, the parties may increase or decrease the program agreement amount.

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

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

d. 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.

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

f. 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.

g. 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. Payment will not be made on any invoice submitted past the 60 calendar days of the contract fiscal year.

h. 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 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.** Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 (Public Education), or 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"
Proof of Insurance

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

ATTACHMENT "E"

Program Activity Level and Payment Rate Schedule

Kittitas County-Department of Developmental Disabilities

2013-2014 Contract Rate Schedule

Individual Employment (IE) $70.00 per service hour

Group Supported Employment (GSE) $35.00 per service hour

Community Access (CA) $30.00 per service hour

Approved By _____

Date 7/29/13

Kittitas County-Department of Developmental Disabilities

2013-2014 Contract Rate Schedule

Individual Employment (IE) $70.00 per service hour

Group Supported Employment (GSE) $35.00 per service hour

Community Access (CA) $30.00 per service hour

Approved By _____

Date 7/29/13

Kittitas County-Department of Developmental Disabilities

2013-2014 Contract Rate Schedule

Individual Employment (IE) $70.00 per service hour

Group Supported Employment (GSE) $35.00 per service hour

Community Access (CA) $30.00 per service hour

Approved By Dawn Wenger

Date 7/29/13