

# REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

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Kittitas County, Washington  
2024

Request for Qualifications for:

## **Developmental Disabilities Employment and Day Program Services**

Kittitas County hereby seeks Requests for Qualifications from providers interested and capable of delivering Employment and Day Program Services to individuals with developmental disabilities consistent with the requirements and criteria contained herein.

APPLICATIONS ARE NOW OPEN FOR CONTINUOUS ENROLLMENT.

Response(s) shall be sealed and clearly marked with the following title: **Response to Kittitas County RFQ for the Provision of Services for People with Developmental Disabilities**

Responses may be submitted via postal service, e-mail, or fax to:

Kittitas County Public Health Department  
Developmental Disabilities Program  
507 N. Nanum St., Suite #102  
Ellensburg, WA 98926  
[kasey.knutson@co.kittitas.wa.us](mailto:kasey.knutson@co.kittitas.wa.us)  
Fax: (509) 962-7581

For questions or more information, contact Kittitas County Developmental Disabilities Coordinator:

Kasey Knutson  
509-962-7515  
[kasey.knutson@co.kittitas.wa.us](mailto:kasey.knutson@co.kittitas.wa.us)

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# **Request for Qualifications**

## ***Employment and Day Program Services***

### **Part I Qualifications Requirements**

#### **Section IA: General Information**

##### **1. Introduction**

The purpose of this Request for Qualifications (RFQ) is to solicit new developmental disabilities Employment and Day Program service providers (Contractors) who may qualify to be added to the Kittitas County Developmental Disabilities Program Qualified Provider List.

Employment and Day Program Contractors currently working under Kittitas County Contract need not respond to this RFQ.

Kittitas County contracts with qualified Employment and Day Program service providers, using funding from the State of Washington Department of Social and Human Services (DSHS) and Developmental Disabilities Administration (DDA) to provide the following Employment and Day Program Services:

- Individual Supported Employment
- Group Supported Employment
- Community Inclusion

A description of each Employment and Day Program Service listed above is included in their respective Scope of Work Section found in Section IB – Work Requirements of this RFQ.

Placement on the County Qualified Provider List does not guarantee a Contract will be offered to a Contractor.

##### **2. Background**

Pursuant to DDA guidelines, the County seeks to add qualified providers to its current Qualified Provider List, to deliver the described services and which is used by authorized service recipients to procure applicable services.

##### **3. Funding**

Funding is determined by the number of individuals served by a Contractor and the service(s) provided. Current Service Rates compensation for each Employment and Day Program Service is included in their respective Scope of Work Section found in Section IB – Work Requirements in this RFQ. Rates are subject to change.

#### **Section IB: Work Requirements**

##### **1. Accessibility**

The Contractor shall provide means of access via phone, fax, and/or email at no cost to the individuals receiving services.

##### **2. Licenses and Certification**

The Contractor shall maintain all applicable licenses and certifications required under DDA Policy 6.13 - Provider Qualifications for Employment and Day Program Services:

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy6.13.pdf>

# Request for Qualifications

## *Employment and Day Program Services*

### **3. General Requirements**

Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall submit proof of compliance with the following requirements per DDA Policy 6.13 - Provider Qualifications for Employment and Day Program Services.

1. Exhibit ability to successfully develop and implement a plan for providing services that are based on individual needs that include:
  - Method for gathering information
  - How needs are assessed
  - Plan implementation; and
  - Plan outcomes
2. Demonstrate ability to provide services in accordance with the DDA County Guidelines: [https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)
3. Exhibit administrative capabilities necessary to safeguard public funds, including maintaining books, records, documents and other materials relevant to the provision of goods and services. This includes:
  - Internal control policies;
  - Evidence of fiscal stability:
  - The Contractor must submit financial statements for the past two years; and
  - The Contractor must be able to show cash reserves or a current line of credit to provide services for no less than two months of services; and
  - Submit a projected budget based on your anticipated service capacity for one year of services.
4. Maintain a management system that provides for the methodical collection, filing, and retention of timely records and reports related to:
  - Customers, Staff, and the Contractor's organizational structure, tax status, capabilities, and performance.
5. Employ individuals 18 years of age or older and ensure the following requirement is met for each employee who provides direct services:
  - Have proof of criminal history background clearance in accordance with RCW 43.43.830-845. DDA requires the DSHS Background Check Central Unit (BCCU) be used to obtain background clearances, prior to the individual providing any services under a County contract.
6. Have at least one staff member with two years of experience related to the service for which the Contractor is applying to provide as follows:
  - For Employment Contractors: Experience must include developing, obtaining, and maintaining successful placements in the community in paid employment at minimum wage or better with the wages paid by a community-based business.
  - For Community Inclusion Contractors: Experience must include providing services in an integrated community setting that supports contribution by the customer with local community members who are not paid to be with that person.
7. Additionally, Contractors must:
  - Provide written assurance that potential conflicts of interest will not arise. Such a conflict will arise when any Employment or Day Program provider is a guardian, legal representative or other decision maker for the customer. A conflict may also arise when any employee of the agency is the decision maker for, or a family member of, a customer of the agency.
  - Develop and implement a training plan for employees that meet the requirements described in DDA Policy 6.13. The training plan must also address ongoing training and review of DDA policies.
  - Individual Supported Employment Contractors must have a contract with the DSHS Division of Vocational Rehabilitation so customers can access funding.

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- Be certified by the Commission on Accreditation of Rehabilitation Facilities (CARF).
8. Insurance: Contractors are asked to submit proof of insurance with the proposal.

### 4. Scope of Work

#### **Individual Supported Employment**

This service is part of an individual's pathway to employment in accordance with the DDA Policy 4.11 County Services for Working Age Adults. Individual Supported Employment services are tailored to individual needs, interests, and abilities to develop and promote career advancement. These are individualized services necessary to help persons with developmental disabilities to 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.

Contractor shall facilitate services that include: creating work opportunities through job development, support to the employee's supervisors and/or peer workers to enable them to support a person on the job, on-the-job training, and modification of work site or tasks, employment retention and support, and development of career and promotional opportunities with wages being minimum wage or higher. Self-employment may also be an option within Employment Services.

#### **Group Supported Employment**

Group Supported Employment or "GSE" services are a part of an individual's pathway to integrated jobs in typical community employment. These services include many of the elements described in Individual Supported Employment and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

#### *IE & GSE Service Requirements:*

- Employment provider clients must be able to access the DSHS Division of Vocational Rehabilitation (DVR) funding. Employment providers must be familiar with the DDA and DVR Memorandum of Understanding, which describes the continuum of services and supports available.
- The Contractor shall provide a copy of its CARF certification report to the County within thirty (30) days of receipt from the CARF Accreditation Board.
- It is expected that all customers access DVR funding as a resource. The contractor shall use DVR or other funding supports for all services for which a customer is eligible. County funds are not intended to be the sole source of funding for services and the Contractor is expected to utilize other available funding sources in providing services. The Contractor shall report third-party payments on the monthly Case Management Information System CMIS report.
- The Contractor, including their parent corporations or other business ventures in which they or their principals have an interest, that hires Individual Supported Employment customers shall not receive County funding for that customer. The Contractor shall not receive County support for customers placed in jobs with other County service providers or businesses created to provide employment to people with disabilities prior to written request to the County and subsequent County approval.
- The Contractor shall maintain staff that is experienced in providing this service based on DDA Policy 6.13.

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- The Contractor shall notify the County when there are changes in the Contractor's ability to serve customers.
- When a customer does not have County identified support and it is determined that the customer wants or needs County funding, the Contractor shall obtain a Release of Information (ROI) to allow discussion with the County. This includes customers the Contractor supports from DVR.
- The Contractor shall support the continued development of the services listed above through activities such as, but not limited to: reviewing draft documents and providing feedback to the County, participating in all County required training and attending all service development meetings.
- For customers with guardians, legal documentation of the guardianship must be in the customer's file.
- Documents must be signed by the appropriate entity.
- In accordance with DDA Policy 5.02 and DDA Criteria for Evaluation System, Criteria for All Services, the Contractor shall provide to each customer, prior to delivering services, the information listed below. The Contractor shall document, by the customer and/or guardian signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.
  - The customer's rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;
  - The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDA Case Manager;
  - Services, service hours, and benefits the customer may expect from the Contractor;
  - The customer's responsibilities; and
  - Other information pertinent to the service and Contractor
- The Contractor shall participate in DDA Individual Service Plan (ISP) meetings for customers and keep a copy of the ISP and DDA Assessment in the customers' file.
- Prior to beginning service, the Contractor will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. The amount of services a customer receives will be based on the customer's demonstrated need, acuity and work history per WAC. Changes to hours of service shall occur as needed at the annual ISP meeting. If a change in the maximum service hours(s) is expected outside of the ISP meeting, the Contractor shall make a request to the County on a county approved form and notify the customer prior to the change. The customer's maximum service hour(s) will correlate with the CMIS Planned Rates information and the customer's ISP.
- The Contractor shall provide all customer services according to customer need or at least one direct face to face contact per month.
- The Contractor shall immediately inform the County of any customer who is not actively participating in services or does not wish to pursue gainful employment.
- Services shall be delivered on an individual basis between a Contractor staff member and a customer and not in a group setting with other individuals with developmental disabilities.
- If a customer chooses to utilize any third-party to assist with planning, the Contractor shall cooperate with that party and the planning team.
- Within 60 days of the service authorization date, the Contractor shall have a current, fully signed, County-approved Service Plan for a customer in accordance with DDA Criteria for Evaluation System.

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- All services shall be provided and outcomes delivered according to the customer's plan. Services provided that are not identified in the plan shall not be compensated unless a written exception is granted by the County.
- The Contractor shall provide progress reports every 6 months for all customers that describe outcomes of plan activities to the customer, guardian, County, and DDA Case Manager. The reports shall summarize the progress made towards the customer's individualized goals, and will be due within 30 days following the end of the six-month period.
- The Contractor shall:
  - Review the customer's employment goals, activities, and outcomes;
  - Consult with the customer and/or the family/guardian;
  - Develop additional strategies with the customer and/or family/guardian, County staff, employment support staff and the DDA Case Manager to assist the customer in moving towards employment;
  - Provide a Progress Report to the customer/guardian, County, DDA Case Manager outlining the results of the review, future changes in service delivery and strategies to reach the employment goal; and
  - Maintain all information in the customer's file.
- For each six (6) month period that follows, the Contractor shall:
  - Address steps outlined in the previous six (6) month Progress Report in the next six (6) month report;
  - Complete the review process and send a Progress Report as indicated above; and
  - Maintain information in the customer's file.
- Employment Services Requirements: Customers shall 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. Customers should average twenty (20) work hours per week or eighty-six (86) hours per month.
- Payment rates and terms are in compliance with DDA requirements and will be outlined in the contract. Service Rates as of 2024:
  - Individual Supported Employment: The hourly rate is \$108.80
  - Group Supported Employment: The hourly rate is \$93.80

### **Community Inclusion**

Community Inclusion Services (CI) 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.

#### *CI Service Requirements:*

- All services shall be delivered within Kittitas County.
- To ensure health and safety, positive image and relationships in the community, increase competence and individualized skill building, and other expected benefits of Community Inclusion, services will occur individually. Services shall be delivered on a one (1) staff to one (1) customer basis and not in combination with other Contractor staff and/or individuals with developmental disabilities.



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- Community Inclusion 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. The Contractor shall provide Community Inclusion Services that include the following service standards:
  - Provide support necessary to build and strengthen relationships with community members who are not paid to be with the customer;
  - Connect customers with community members that share the customer's interest, culture, talent and gifts that can contribute to and be shared with others with similar interest(s);
  - Provide individualized community activities based on personal preference and within culturally appropriate settings; and
  - Support individual participation in clubs, associations, and organizations as members and in decision-making capacities.
  - An individual receiving Community Inclusion services may at any time choose to pursue work and to receive employment support.
- The Contractor shall not receive County support for customers placed in volunteer jobs within their organization or other County service providers.
- The Contractor shall maintain staff experienced in providing this service based on DDA Policy 6.13.
- The Contractor shall support the continued development of the services listed above through activities such as, but not limited to: reviewing draft documents and providing feedback to the County, participating in all County required training and attending all service development meetings.
- For customers with guardians, legal documentation of the guardianship must be in the customer's file. Documents must be signed by the appropriate entity.
- In accordance with DDA Policy 5.02 and DDA Criteria for Evaluation System, Criteria for All Services, the Contractor shall provide to each customer, prior to delivering services, the information listed below. The Contractor shall document, by the customer's signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.
  - The customer's rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;
  - The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDA Case Manager;
  - Services, service hours, and benefits the customer may expect from the Contractor;
  - The customer's responsibilities; and
  - Other information pertinent to the service and Contractor.
- The Contractor shall participate in DDA Individual Service Plan (ISP) meetings for customers and keep a copy of the ISP and DDA Assessment in the customers' file.
- Prior to beginning service, the Contractor will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. The amount of services a customer receives will be based on the customer's acuity per WAC. Service hour(s) will correlate with the CMIS Planned Hours information and the customer's ISP.
- The Contractor shall provide all customer services according to customer need or at least one (1) direct contact per month. If a customer will not be receiving a direct monthly contact, the Contractor shall immediately inform the County.

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- The Contractor shall immediately inform the County of any customer who is not actively participating in services.
- If a customer chooses to utilize any third-party to assist with planning, the Contractor shall cooperate with that party and the planning team.
- Prior to providing services specified in this Contract, the Contractor shall have a current, fully signed, County-approved Service Plan for a customer in accordance with DDA Criteria for Evaluation System that is completed within sixty (60) days from the beginning of initial services.
- The Service Plan shall include information that identifies and addresses the individualized goal and support needs for each customer.
- All services shall be provided and outcomes delivered according to the customer's plan. Services provided that are not identified in the plan shall not be compensated unless a written exception is granted by the County.
- The Contractor shall provide progress reports every six months for all customers that describe outcomes of customer activities to the customer/guardian, the County, and DDA Case Managers. The reports shall summarize the progress made towards the customer's individualized goals and be submitted to the customer and/or guardian, county, and DDA case manager within 30 days of the end of the six-month period.
- The Contractor shall document if a customer other than age (62 or older) is referred to receive services described in this Statement of Work and shall maintain a copy of the Exception to Policy in the customer's file.
- Examples of Approved Community Inclusion Activities include:
  - Public Transit Training
  - Community Classes
  - Club Memberships
  - Volunteerism
- The Contractor shall not engage in nor bill the County for the following Non-Allowable Community Inclusions Activities:
  - Meeting within the customer's home, except for brief planning meetings. If the customer requires a transition period to adjust to leaving their home and proceeding into the community, an exception may be granted by the County through the customer's Service Plan.
  - Community inclusion funding shall not support or contribute to customer therapies, telephone or internet access, gambling, liquor, nightclubs, personal items or meals for the customer or the Contractor's staff.
  - Community Inclusion activities shall not be those that could otherwise be provided as respite referenced by the Washington State Developmental Disabilities Administration (DDA) at: [www1.dshs.wa.gov/ddd](http://www1.dshs.wa.gov/ddd)
  - Eating out with the customer is only permitted if within the customer's local neighborhood and can be proven to be for the purpose of serving to build a relationship between the customer and the restaurant staff, or regular restaurant patrons. Only eating-out activities that are specifically identified within the customer's Service Plan are billable. The Contractor's staff-time expended on eating-out activities with the customer, if not identified within the customer's Service Plan shall not be reimbursed by the County.
  - Shopping and movies are not permitted. Activities conducted at a store or shopping mall shall be identified within the customer's Service Plan. If store and shopping mall activities are not

## Request for Qualifications *Employment and Day Program Services*

identified within the Service Plan, the Contractor's staff-time expended in the activities shall not be reimbursed by the County.

- Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities will not be reimbursed.
- A client receiving Community Inclusion services may at any time choose to pursue work and to receive employment support.
- The Payment rates and terms are in compliance with DDA requirements and will be outlined in the contract. Service Rate as of 2024:
  - Community Inclusion: The hourly rate is \$66.08

**Request for Qualifications**  
***Employment and Day Program Services***

**Part II Qualifications Preparation and Submittal**

**Section IIA Qualifications Submission**

Qualifications must be received no later than the date, time and at the location specified on the cover of this document.

**Section IIB Qualifications Content**

Responses to this RFQ shall include all of the following:

1. Attachment A - Cover Sheet. This form is to be used as your qualifications Cover Sheet.
2. Attachment B – Qualifications and Certification of Debarment. This form when completed, with required Contractor-submitted attachments and responses to RFQ questions, will comprise your statement of qualifications.
3. Attachment C - Data/Information Systems Questionnaire. This form must be completed to provide information to the County regarding your data/information system.

# **Request for Qualifications**

## ***Employment and Day Program Services***

### **Part III Qualifications Evaluation & Determination of Qualifications**

#### **Section IIIA: Qualifications Review and Selection**

##### **1. Evaluation and Selection:**

Submissions of Qualifications received in response to this RFQ will be checked for completeness and administrative capability. Criteria to be assessed include: the Contractor's proof of compliance with DDA Policy 6.13 or 6.21, as applicable, proof of adequate insurance coverage, as well as cash flow issues and the Contractor's audit or financial statements.

##### **2. Evaluation Criteria:**

The RFQ process is non-competitive. Each Submission of Qualifications will be evaluated for appropriate work history/experience and quality of the response to items in the Qualifications section. The County may require additional or clarifying information from the Contractor submitting qualifications.

#### **Section IIIB: Contract Award**

##### **1. Contractor Selection**

Contractors deemed qualified will be added to the County's Qualified Provider List of agencies qualified to provide Employment and Day Program Services and may be offered a contract. Customers are assigned to the Contractor based on customer/family selection. The number of customers funded for each Contractor will be based on the number of DDA eligible customers receiving services provided by the Contractor.

##### **2. Contractor Notification**

All Contractors responding to this RFQ will be notified whether or not they are being placed on the County Qualified Provider List to provide Employment and Day Program Services with sixty days of receipt of the RFQ.

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***Employment and Day Program Services***

**Attachment A**

**Cover Sheet**

General Information:

Select the Employment and Day Program Services Your Agency Seeks to Provide:

\_\_\_\_ Community Inclusion

\_\_\_\_ Individual Supported Employment / Group Supported Employment

Legal Name of Applicant Agency \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

I certify that to the best of my knowledge the information contained in this Submission of Qualifications is accurate and complete and that I have the legal authority to commit this business or agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of County officials.

\_\_\_\_\_  
Signature and Title Date

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**Attachment B**

**Qualifications**

**Note:** If additional space is needed, please attach additional sheet(s) and limit your responses to a half page per response.

**A. Type of Organization (Attach incorporation documentation, if applicable):**

- ☐ Private for profit
- ☐ Public non profit
- ☐ Local or state government
- ☐ Other (Please specify: \_\_\_\_\_)

**B. Each prospective contractor must provide the following:**

- ☐ Washington State Tax Registration Number \_\_\_\_\_
- ☐ Employer Identification Number \_\_\_\_\_
- ☐ Business License \_\_\_\_\_

**C. Does your agency have a Governing Board?**

- ☐ Yes (attach a list of all members and representation)
- ☐ No

**D. Agency Information**

If your agency has more than one employee, please indicate whether the following policies and procedures are established and practiced (and are approved and adopted by the agency's Board of Directors, if applicable):

Policy	Yes	No	N/A
Written Personnel/EEO			
Staff Job Descriptions			
Written Benefits Policy			
Affirmative Action Plan			
Financial Policies			
Program Policies			
Grievance Policy			
Fire Marshal Approved Usage			
Health Department Approved Usage			
County Zoning Approved Usage			

**E. Litigation Status**

Is your agency or business currently involved in or does it have any pending legal actions? Has your agency or business filed for bankruptcy in the past five years?

- ☐ Yes (Please Explain)
- ☐ No

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- F. Briefly describe your business/agency's accounting process for tracking expenditures/revenues to separate accounts.
- G. Briefly describe your funding base/revenue sources for the past two years. Provide at least one financial reference, preferably a bank, which can attest to your business/agency's financial well-being and financial management capabilities.
- H. Describe your business/agency's ability to repay any disallowed costs.
- I. Does your organization conduct an internal audit of funds under its control?
- ☐ Yes. How often is such an internal audit conducted? \_\_\_\_\_
  - ☐ No
- J. How frequently is your organization audited by an independent auditing firm?  
If one is conducted, attach a copy of your organization's last audit for the most recent fiscal year.
- K. Within the past five (5) years, have independent audits identified deficiencies which resulted in questioned costs, costs recommended for disallowance, an "adverse opinion" by the auditors, or the auditors "disclaiming" any opinions?
- ☐ Yes. Please Explain
  - ☐ No
- L. Is your organization certified by the Washington State Office of Minority and Women's Business Enterprises as a minority and/or woman-owned enterprise?
- ☐ Yes. Please provide certification number and date of certification or renewal: \_\_\_\_\_
  - ☐ No
- M. Does your organization carry general liability insurance?
- ☐ Yes, state amount, carrier, coverage period and attach a copy of your current insurance certificate
  - ☐ No
- N. Does your organization carry professional liability insurance?
- ☐ Yes, state amount, carrier, coverage period and attach a copy of your current insurance certificate
  - ☐ No
- O. Does any employee or official of Kittitas County or member of any County Advisory Board have any financial or other interest in your agency or this project?
- ☐ Yes, please explain
  - ☐ No
- P. Describe your availability and accessibility to the public (days, hours per week, proximity to transportation services, etc.) for the provision of services.
- Q. Have you ever had a contract terminated?
- ☐ Yes, please explain the circumstances.



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- ☐ No
- R. Have you had any findings or reports with corrective action?
- ☐ Yes, explain the issue and how the problem was resolved.
- ☐ No
- S. Have you/your agency or any staff of your agency been named in any civil or criminal suit related to providing services?
- ☐ Yes, please explain
- ☐ No
- T. Has your agency/business ever operated under a different name? (Include information if the current director was a director of another agency.)
- ☐ Yes, please indicate other name: \_\_\_\_\_
- ☐ No
- U. Within the past three years, has all staff had clear DSHS Background Central Check Unit (BCCU)?
- ☐ Yes, please provide copies of their most recent background checks
- ☐ No
- V. Please attach a projected organization chart that shows the name, title/role, and date of hire of each staff person whose work would be related to services in Kittitas County. Include all applicable service, administrative and finance staff.
- W. Please attach a narrative or documentation in response to the following questions and include them with your agency's submission materials:
- ☐ Please describe your agency's capacity to provide Employment and Day Program Services to individuals.
  - ☐ Signed Debarment/Suspension Statement.
  - ☐ Copy/copies of all job descriptions relevant to provide Employment and Day Program Services.
  - ☐ Information on staff that will be providing services, including brief resumes of each that describe education, licenses and/or certifications, and experience.
  - ☐ A copy of your agency's table of contents of all written policies and procedures.
  - ☐ A copy of your Business License.
  - ☐ Proof of your agency's Commission on Accreditation of Rehabilitative Facilities (CARF) accreditation.
  - ☐ A copy of your agency's current Washington State Division of Vocational Rehabilitation (DVR) Contract.
  - ☐ Attach forms and/or explain your agency's process to successfully develop and implement a plan for providing services that are based on individual needs that include:
    - Method for gathering information;
    - How needs are assessed;
    - Plan implementation; and
    - Plan outcomes
  - ☐ Review the DDA County Guidelines and explain how your agency will provide services in accordance with the DDA County Guidelines: [https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

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- ☐ Provide the resume(s) of your employee/employees with a minimum of two (2) years of experience providing Individual Supported Employment or Community Inclusion services. For Individual Supported Employment, experience must include developing, obtaining, and maintaining successful placements for and with people with intellectual and developmental disabilities in paid employment at minimum wage or better with the wages paid by a community-based business.

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***Employment and Day Program Services***

**Certification Regarding Debarment or Exclusion**

I certify that this agency, its current employees or officers, are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency/business to a contractual agreement.

\_\_\_\_\_  
Signature, Chief Administrator  
of Applicant Agency/Business

\_\_\_\_\_  
Date

**Request for Qualifications**  
***Employment and Day Program Services***

**Attachment C**

**Data/Information Systems Questionnaire**

1. Describe your current information system and network, including hardware.
2. Do you currently have internet access?
  - ☐ Yes, what type of firewall is being used to protect your system?
  - ☐ No
3. Is electronic information backed up on a regular, automated basis?
  - ☐ Yes, how?
  - ☐ No
4. Is there an established, written disaster recovery plan for technology hardware and software?
  - ☐ Yes
  - ☐ No
5. Is virus protection software used on all servers and workstations?
  - ☐ Yes, what software is used? Is it set up for automate downloads of the virus library update?
  - ☐ No

**Request for Qualifications**  
***Employment and Day Program Services***

**Kittitas County Standard Contract Terms and Conditions (SUBJECT TO CHANGE)**

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**KITTITAS COUNTY PUBLIC HEALTH**

**And**

**[REDACTED]**

This Agreement is made by and between Kittitas County (hereinafter “the County”) and [REDACTED] (hereinafter “Contractor”). The County and Contractor agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance); Exhibit D (Program Agreement between DSHS and County for DDA services); Exhibit E (DSHS/DRW Agreement)

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 [REDACTED] and continue until completion of the project. 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.

**Request for Qualifications**  
***Employment and Day Program Services***

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Signature of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**County's Address:**

Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**

\_\_\_\_\_

**Project Contact:**

# Request for Qualifications *Employment and Day Program Services*

## 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 Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the 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 codes and ordinances.

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

5. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "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 Exhibit "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 Exhibit "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.

7. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing

## Request for Qualifications *Employment and Day Program Services*

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 Exhibit "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 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 exhibits.

### 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



## Request for Qualifications *Employment and Day Program Services*

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.

### 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 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

## Request for Qualifications *Employment and Day Program Services*

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. 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.

**16. 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.**

**17. 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.

**18. 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.

**19. 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.

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***Employment and Day Program Services***

20. Contractor Commitments, Warranties and Representations:

The Contractor represents and warrants to the County as follows:

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.

21. 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:

- 21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 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.

22. Disputes:

- 22.1 General

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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.

### 22.2 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.

### 22.3. 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.

### 23. 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.

### 24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or 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.

To the extent that any information obtained by the Contractor is required to be shared with or provided to others by the terms of the Statement of the Work, this provision is not breached by such acts.

### 25. 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

## Request for Qualifications *Employment and Day Program Services*

are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> 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.

26. 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.

27. Miscellaneous:

- 27.1 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.
- 27.2 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.
- 27.3 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 or remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.
- 27.4 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.

28. 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.

29. Survival:

The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, and 31, 32 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

- 30.1 The County is an equal opportunity employer.
- 30.2 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

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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.

30.3 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.

- 30.4 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.

31. 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.

32. Debarment Certification:

The Contractor certifies that it:

- 32.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- 32.2 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,

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falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- 32.3 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 32.2 of this section.
- 32.4 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.

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**EXHIBIT "A"**

**SCOPE OF WORK**

- Provide community inclusion (CI Services).
- Provide individual employment (IE) services.
- Provide group supported services (GSE), if applicable.
- Ensure clients have a current plan IE, CI, or GSE plan in place.
- Contact clients according to client need and at least once per month.
- Follow billable requirements per DDA.
- Submit billing to county, monthly.
- Participate in biennial county evaluation (monitoring).
- Comply with all applicable requirements in the contract between DDA and Kittitas County.
  - Comply with referenced RCW, WAC, DDA policies, confidential information, data security, and referenced materials.
- Comply with referenced documents found at DDA internet site [County Best Practices | DSHS \(wa.gov\)](#).



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**EXHIBIT "B"**

**COMPENSATION**

**Program Activity Level and Payment Rate Schedule**

**Kittitas County-Department of Developmental Disabilities**  
**Contract Rate Schedule**

Individual Employment (IE) \$108.80 per service hour

Group Supported Employment (GSE) \$93.80 per service hour

Community Inclusion (CA) \$66.08 per service hour

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***Employment and Day Program Services***

**EXHIBIT "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.

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
    - \$2,000,000 general 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
  - Sixty (60) days written notice to the County of cancellation of the insurance policy.
- 2) Commercial General Liability Insurance – Per Project/Job Aggregate
  - Coverage limits not less than:
    - \$5,000,000 per project aggregate
    - Certificate Holder – Kittitas County
    - The Certificate must name the County as additional insured.
    - Thirty (30) days written notice to the County of cancellation of the insurance policy.
- 3) 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.

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

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 assume full responsibility for oversight of personnel to ensure employees have active and valid driver's license(s) and a driving abstract verifying at least 3 years of no driving violations documented.

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.

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**Exhibit "D"**

Program agreement between DSHS and the county for DDA services.

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Exhibit "E"  
DSHS/DRW Agreement

DSHS/DRW AGREEMENT [DOC.max \(wa.gov\)](#)