

CONTRACT FOR HUMAN SERVICES

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County); and Easter Seals Washington having its principal office at 200 West Mercer St., Suite 210E, Seattle, WA 98119 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2022 and terminate on December 31, 2022. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

County's Contract Representative

Kelly Oneal, Developmental Disabilities Coordinator
Kitsap County Department of Human Services
614 Division Street MS-23, Port Orchard, WA 98366
(360) 337-4624

Contractor's Contract Representative

Cathy Bisailon
Easter Seals Washington
200 West Mercer St., Suite 210E
Seattle, WA 98119

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract, by the County to the Contractor, in no event will exceed \$ 26,800. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to;
Easter Seals Washington
200 Mercer St. Suite 210E.
Seattle, WA 98119
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties, and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.
- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such

circumstances must have a substantial and material impact upon the performance projected under this Contract, and must be outside the control of either party.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

7.1 Professional Legal Liability. The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

7.3 Commercial General Liability. The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

X The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions**

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 **Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the

requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured, or a letter of self-insurance from a public entity risk pool which waives the requirement.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
- F. Evidence of such insurance, as required above, shall be provided to the County at the following address:

Kelly ONeal
Program, Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
- G. Written notice of cancellation or change will be mailed to the County Human Services Department as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract.

Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.
- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that 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; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.
- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

SECTION 11. COMPLIANCE WITH LAWS

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.
- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.

- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and other funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.
- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

SECTION 17. MISCELLANEOUS

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.
- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors,

administrators and assigns of such other party in respect to all covenants to the Contract.

17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

17.13 **Attachments.** The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions
Attachment B – Statement of Work
Attachment C – Budget Summary/Estimated Expenditures
Attachment D – Criteria for an Evaluation System
Attachment E – Confidentiality and Data Security
Attachment F – DVR Job Stabilization Form
Attachment G – Debarment
Attachment H – Lobbying

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

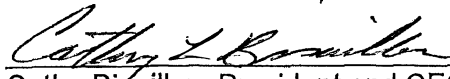
17.14 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

17.15 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

This contract is effective January 1, 2022.


Dated this 21 day of Dec., ²⁰²¹~~2022~~.

CONTRACTOR
Easter Seals Washington


Cathy Bisailon, President and CEO

Dated this 3rd day of January, 2022.

KITSAP COUNTY, Washington


Karen Goon, County Administrator

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

SECTION 1. Definitions

- 1.1 **“Acuity Level”** means the level of individual’s abilities and needs as determined through the DDA assessment.
- 1.2 **“Additional Consumer Services”** refers to indirect client service types as follows:
- 1) **“Community Information and Education”**: Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
 - 2) **“Training”**: To increase job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program-related skills of board or advisory board members.
 - 3) **“Other Activities”** reserved for special projects and demonstrations categorized into the following types:
 - A. **Infrastructure projects**: Projects in support of clients (services not easily tracked back to a specific working age client) or that directly benefit a client(s) but the client is not of working age. Examples include planning services, like benefits planning, and generic job development; e.g. “Project Search.”
 - B. **Start-up Projects**: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administration support.
 - C. **Partnership Project**: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn 21.
- 1.3 **“ADSA”** means Aging and Disability Services.
- 1.4 **“Authorized User(s)”** means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- 1.5 **“AWA”** means AL TSA Web Access; also referred to as CMIS.
- 1.6 **“BARS”** means DDA Budget and Accounting Reporting System.
- 1.7 **“Client”** means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASSR client.

- 1.8 **“Competitive Integrated Employment”** means work performed by an individual on a part time or full-time basis, within an integrated setting within the community that meets HCBS setting requirements. The individual must meet be compensated at minimum wage or higher, using the higher federal, state or local rate, and a rate comparable to the wage paid to non-disabled workers performing the same tasks, including the same benefits and opportunities for advancement.
- 1.9 **“Confidential Information”** means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information.
- 1.10 **“Consumer Support”** refers to direct client service types as follows:
- 1) **“Community Inclusion” or “CI”**: Services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice, and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals 62 and older instead of employment support (Individual Employment) for working-age individuals who have received nine months of employment support.
 - 2) **“Child Development Services” or “CDS”**: Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child’s development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
 - 3) **“Individual Supported Employment” or “IE”**: Services are part of an individual’s pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - 4) **“Individualized Technical Assistance” or “ITA”**: Services are part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

- 1.11 “**Contractor**” means a vendor whom the county contracts for services.
- 1.12 “**County**” means the county or counties entering into this Program Agreement.
- 1.13 “**CRM**” means the DDA Case Resource Manager.
- 1.14 “**CSA**” means County Service Authorization.
- 1.15 “**DD**” means Developmental Disabilities.
- 1.16 “**DDA**” means the Developmental Disabilities Administration within DSHS.
- 1.17 “**DDA Region**” means the DDA Regional office.
- 1.18 “**DRW**” means Disability Rights of Washington (Formally known as Washington Protection and Advocacy System, WPAS).
- 1.19 “**DSHS**” means the state Department of Social and Health Services.
- 1.20 “**DVR**” means Division of Vocational Rehabilitation.
- 1.22 “**Encrypt**” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- 1.22 “**Hardened Password**” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- 1.23 “**HCBS**” means the Medicaid Home and Community Based Services.
- 1.24 “**ISP**” means the Individual Support Plan; a document that authorizes and identifies the DDA paid services to meet a client’s assessed needs.
- 1.25 “**PASSR**” means Preadmission Screening and Resident Review.
- 1.26 “**PCPS**” means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client’s assessed need. Formally referred to as the Individual Support Plan.
- 1.26 “**Personal Information**” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities,

addresses, telephone numbers, Social Security Numbers, driver's license numbers, other identifying numbers, or any financial identifiers.

- 1.27 **“Physically Secure”** means that access is restricted through physical means to authorized individuals only.
- 1.28 **“Quality Assurance”** means an adherence to all contract requirements, including DDA policy 6.13, Employment/Day Program Provider qualifications, DDA Guiding Values, County Guide to Achieving Developmental Disability Administration's Guiding Values and the Criteria for Evaluation, as well as focus on reasonably expected levels of performance, quality and practice.
- 1.29 **“Quality Improvement”** means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.
- 1.30 **“RCW”** means Revised Code of Washington.
- 1.31 **“Secured Area”** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to Confidential Information is not available to unauthorized personnel.
- 1.32 **“Service Provider”** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
- 1.33 **“Tracking”** means a record-keeping system that identifies when a sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.34 **“Trusted Systems”** include only the following methods of physical delivery: 1) hand-delivery by a person authorized to have access to Confidential Information with written acknowledgement of receipt; 2) United States Postal Service (USPS) first class mail, or USPS delivery services that include tracking, such as certified mail, Express mail or registered mail; 3) Commercial delivery services (i.e. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and 4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that network.
- 1.35 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

1.36 **“WAC”** means Washington Administrative Code.

SECTION 2. Credentials and Minimum Requirements

- 2.1 The Contractor will comply with the Developmental Disabilities Administration's Policy 6.13, Program Provider Qualifications.
- 2.2 **Home and Community Based Waiver Services assignment of Medicaid Billing Rights:** The Contractor agrees to assign the Developmental Disabilities Administration its Medicaid billing rights for services to DDA clients eligible under the Title XIX program in this agreement.
- 2.3 **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. The County only has responsibility for services covered in this agreement.
- 2.4 **Qualified Board Members:** The Contractor, if it has a board, shall include members knowledgeable about developmental disabilities. The Contractor shall assure that potential conflict of interest (real or apparent) will not arise. Such a conflict will arise when a Board member is a guardian, legal representative, family member or other decision maker for the client. The Contractor shall document specific measures taken to ensure a conflict of interest does not exist.
- 2.5 **Background and Criminal History Check:** The Contractor shall ensure a background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388. WAC. If the entity 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 contact with vulnerable adults, as defined in Chapter 74.34 RCW, the County shall deny payment for any subsequent services rendered by the individual provider. The Contractor shall utilize DSHS Background Check Central Unit (BCCU) to obtain background clearances.
- 2.6 **Reporting Abuse and Neglect:** The Contractor is a mandated reporter under RCW 74.34.020 (13), and must comply with the reporting requirements described in RCW 74.34.035, .040 RCW, and 26.44 RCW. If the Contractor is contacted by DSHS that a Contractor is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.

The Contractor will promptly report to DSHS per Policy 5.13 Protection from Abuse and Policy 6.08 (mandated reporting Requirements for Employment and Day Program Services Providers), incorporated by reference, if:

- A. They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
- B. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

2.7 **Duplicative Funding.** Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973, as amended in 1993 (DVR), P.L. 94-142 (Public Education), or any other source of public or private funding.

2.8 **Compliance with Law, Rules and Regulations.** The Contractor agrees to abide by the terms of the Developmental Disabilities Administration Policy Manual as applicable; available at website: <http://www.dshs.wa.gov/dda/county-best-practices>.

DDA Policies: 4.11 County Services for Working Age Adults, 5.05 Limited English Proficiency (LEP) Clients, 5.06 Client Rights, 5.13, Protection From Abuse: Mandatory Reporting, 5.14 Positive Behavior Support, 5.15 Use of Restrictive Procedures, 5.17 Physical/Manual Intervention Techniques, 6.08 Mandatory Reporting Requirements for Employment and Day Program Providers, 6.13 Provider Qualifications for Employment and Day Program Services, 9.03 Employee Protection from Bloodborne Pathogens, 12.01 Incident Management, 15.03 Community Protection Standards for Day/Employment Programs; 15.19 Positive Behavior Support for Children and Youth; 5.20 Restrictive Procedures and Physical Interventions with Children and Youth

WACS: 388-825, Developmental Disabilities Administration Service Rules; 388-06, Background Checks; 388-823, Developmental Disabilities Administration Intake and Determination of Developmental Disabilities; 388-845-0001,0030,0205,0210,0215,0220,0600-0610,1400-1410,2100,2110, Developmental Disabilities Administration Home and Community Based Waivers; 388-828, Developmental Disabilities Administration (DDA) Assessment; 296-24, General Health and Safety; 296-62, General Occupational Health Standards

RCWS: 43.43.830-845 Background Checks; 71.A.14.070 Confidentiality of Information; 49.17, Washington Industrial Safety and Health Act; 26.44 Abuse of Children; 74.34 Abuse of Vulnerable Adults; 44.04.280, Respectful Language.

County Guide to Achieve Developmental Disability Administration's Guiding Values

DDA Guiding Values

Criteria for Evaluation

DDA Guidelines for Community Assessments within Employment and Vocational Programs

Budgeting, Accounting and Reporting System (BARS), Developmental Disabilities Administration

Disability Rights of Washington Access Agreement

Any other requirements established by the Department of Social and Health Services, the County, and rules and regulations promulgated thereunder, and rules and regulations of the state and federal government as applicable, which control disposition of funds granted under this Work Order, and any subcontract.

SECTION 3. Statement of Work

- 3.1 **Number of People Served:** The number of people served shall be determined by County Service Authorizations. The number of people served may fluctuate as people enter/leave the Contractor's service over the contract period.
- 3.2 **Limitation to the Waiver Services:** The Contractor will act in accordance with WAC 388-845 by monitoring the client's yearly waiver limits for consumer Employment or Day support services.
- 3.3 **Direct Client Services and Program Outcomes:** The Contractor will provide services as defined and outlined in the Service Information Forms. An Individual Support Plan will be developed for each person referred to the Contractor with a County Service Authorization for IE and CI services that reflect the individual's preferences. Each plan will contain the minimum elements outlined in Attachment D, Criteria for Evaluation. The Individual Support Plan should be developed within 60 days of a participant beginning services and updated at least annually or more frequently if appropriate. The Contractor will provide a copy of the participant's Individual Support Plan to the respective CRM, County staff, guardian and others as appropriate.

Prior to beginning services, the Contractor will clearly communicate the maximum service hours the client can expect to receive. The Contractor will also communicate the service hour information to the County. If a change occurs in the maximum service hours expected, the client, the client's DDA Case Resource Manager and County staff will be informed prior to the change.

The client's DDA PCSP is the driver for the service. The AWA County Service Authorization and updated Planned Rates information will not exceed the client's

DDA PCSP maximum listed service hours. The amount of service the client receives should match AWA Planned Rates and County Service Authorization information.

A semi-annual progress report will be developed for each individual client for whom services were provided under this contract. The client semi-annual progress reports as currently referenced in DDA Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received by the Contractor. The Contractor will provide copies of the clients' semi-annual reports to the respective CRM, County staff, guardian and others as appropriate. The report will be provided on an on-going, six-month interval within 30 days following the six-month period of client's annual plan date. The report should provide a summary of the progress made towards the client's individualized goal(s) as outlined in the client's Individual Support Plan.

All clients will be contacted by their Contractor according to client need, and at least once per month.

- 3.4 Employment and day services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:
- a. The setting is integrated in, and supports full access to, the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. Provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
- 3.5 For Individual Employment where the service provider is also the client's employer, long-term funding will remain available to the service provider/employer for six months after the employee/DDA client's date of hire. At the end of the six month period, if the DDA client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval for the service provider to continue to provide long-term supports, if needed. If the County approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

- 3.6 **Utilization of DVR, PASS and IRWE:** In developing employment support plans for individuals with developmental disabilities, the Contractor shall utilize Division of Vocational Rehabilitation (DVR) per the DVR/DDA MOU, Social Security work incentive programs, such as Plans for Achieving Self Support (PASS) and Impairment-Related Work Expense (IRWE), for those who are programmatically eligible.
- 3.7 **Compliance with Confidentiality and Data Security Policies.** The Contractor shall take any necessary and reasonable steps to comply with the Confidentiality and Data Security Policy incorporated by reference herein.
- 3.8 **Contractor Grievance Process and Procedures.** The Contractor will incorporate the elements identified in the Criteria for An Evaluation System, Developmental Disabilities, (Attachment D) into their Grievance Process/Procedures, including a review of grievances by the Contractor's Board of Directors as appropriate.

SECTION 4. Evaluation

- 4.1 **Contractor Evaluation System.** The Contractor shall complete and have available for review a Service Evaluation System. The evaluation shall include the Criteria for an Evaluation System, quality assurance and quality improvements. A copy of such Service Evaluation System shall be provided upon request to the County for review and approval.
- 4.2 **Program Evaluation.** The County shall have the right to periodically evaluate the services delivered to assess compliance with this County Program Agreement. The County shall conduct at least one on-site visit that may include DDA Regional Staff to each contractor during the period of this Program Agreement. The County shall maintain written documentation of all evaluations and on-site visits. Copies of such documentation will be provided to the Contractor and upon request, to the DDA Office.

SECTION 5. Billing and Payment

- 5.1 **Approval of Fees-County Responsibility:** The County reserves the right to approve fees/rates paid to the Contractor for the service(s) being provided under this agreement.
- 5.2 **Work Order Budget.** The County shall pay the Contractor allowable, allocable and reimbursable costs, as defined in the DDA Budgeting Accounting and Reporting System Manual Supplement. Fiscal Year (FY) reimbursement for FY 22 shall not exceed the revenue for the FY revenue listed on the County Service Authorizations. Furthermore, these payments shall not exceed the Contractor's actual reimbursable cost for the service.

- 5.3 **Compliance with BARS Policies.** The Contractor shall take any necessary and reasonable steps to comply with the currently effective DDD BARS Supplement Manual incorporated by reference herein.
- 5.4 **Monthly Vouchers with Documentation.** All requests for reimbursement by the Contractor for performance hereunder must be submitted on an invoice signed by the Director or designee. The AWA documentation is also required for reimbursement via electronic transmission (e-mail attachment). The Contractor may submit a combined claim for all programs/services covered by this agreement, provided the claim for each individual is separately identified.
- 5.5 **A claim for each individual is made on the AWA system documents by indicating the number of service units delivered to each individual listed, and the fee per unit.** A unit is defined as:
- A. An "Hour" which is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; and
 - B. A "Month" represents a minimum of one (1) service visit, which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.
- 5.6 **Timeliness of and Modification to Billings.** The County must receive all initial invoices with documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. The Contractor can expect to receive payment from a correct invoice and documentation within thirty days from time of receipt by the County. Corrected invoices and documentation will be accepted throughout the period of the contract as long as they are received within sixty (60) calendar days of the associated fiscal year, unless an extension is approved by the County. The County agrees to provide instruction and training to the Contractor on the use of the AWA system.
- 5.7 **Internal Control.** The Contractor shall establish and maintain a system of internal control systems that includes written policy/procedural manuals for information systems, personnel, and accounting/ finance to ensure the efficient and proper processing and use of contract funds. The manuals should provide sufficient detail such that operations can continue should staffing change or absences occur. The Contractor should be able to demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

SECTION 6. NON-COMPLIANCE

- 6.1 **Recovery of Fees.** If the Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and contractor shall fully cooperate during the recovery.
- 6.2 **Corrective Action Process.** If the County Contract Administrator finds indications of non-compliance during the Reports on Numbers Served and Outcomes, or learns that the Contractor is out of compliance with any of the other terms or conditions of this contract, the following process will be pursued by designated County staff.
- A. A corrective action plan, if required, will be initiated by County staff with the Contractor.
 - B. If the above process does not result in a resolution acceptable to the County, staff may contact the Contractor for the purpose of official, verbal notification of non-compliance and to establish a date when representatives of the Contractor and County shall discuss the areas of non-compliance and attempt to resolve the issues.
 - C. Within five (5) working days of the verbal notification, the County will provide the Contractor, via certified mail, a written summary of the areas of non-compliance.
 - D. Within twenty (20) working days of the date the written notification is mailed, a discussion shall be held between the County and Contractor staff about the areas of non-compliance.
 - E. If the County and the Contractor cannot agree on a corrective action plan within ten (10) working days of the discussion described in the previous paragraph, the County shall withhold payment related to the area(s) of non-compliance, unless a written, time-limited extension of the ten (10) day period is issued by the County.
 - F. The evaluation procedure and corrective action process outlined above shall not replace the dispute resolution process outlined in the Basic Interagency Agreement with the Contractor. It is a precursor to that process.
 - G. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the State Auditor's Office or federal officials so authorized by law, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

SECTION 7. CONTRACTING/SUB-CONTRACTING

- 7.1 **County Approval of Subcontractors.** Subcontracting for direct services is not allowed under this program agreement.

SECTION 8. DSHS/DRW ACCESS AGREEMENT

- 8.1 The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW 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.

SECTION 9. AUDITING AND COST RECOVERY

- 9.1 **Audit Requirements.** Independent Audits will be submitted annually to the Kitsap County DD Contract Administrator in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine, at a minimum, the fiscal integrity of the financial transactions and reports of the Contractor. Copies of the audit and management letter shall be submitted to the County Human Services Department within nine months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization, which:

- A. Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and the Contractor mutually agree will produce an audit which meets the requirements described in items B and C below.
- B. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- C. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, and meeting all requirements of OMB Circular A-133, as applicable for agencies receiving federal funding in the amount of \$750,000 or more during the fiscal year.
- D. The Contractor shall submit one (1) copy of the audit and the management letter directly to the County immediately upon completion.

The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

- 9.2 **Maintenance of Records.** The Contractor shall maintain all books, records, documents, reports, and other evidence, which sufficiently and properly reflect all direct and indirect costs related to the performance of this contract. The Contractor will keep all client records, reports, and documents a minimum of six (6) years for clients to be eligible under Title XIX. These records shall be subject to inspection, review or audit by personnel of both parties and other personnel duly authorized by the County and the Office of the State Auditor. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all records, reports and other documentation until all such litigation, claims and audits have been resolved.
- 9.3 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate attachment form (Attachment F) that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal debarment or agency. Also, the Contractor, on a separate form (Attachment G), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

STATEMENT OF WORK

SCHOOL-TO-WORK SERVICES

I. WORK STATEMENT

The Contractor shall provide employment services to authorized individuals with developmental disabilities in accordance with the requirements in Attachment A, Special Terms and Conditions, as applicable; this Attachment; Attachment D, Criteria for Evaluation; Attachment E, Data Security, Department of Vocational Rehabilitation Community Rehabilitation Program, (CRP) applicable contract requirements and all applicable County, State, and Federal laws. The total amount of reimbursement shall not exceed \$26,800 for the period January 1, 2022 through December 31, 2022.

II. PROGRAM DESCRIPTION

A. Goal

1. To provide job readiness, education, and employment services to help vulnerable youth and adults increase independence, self-sufficiency, and lead more meaningful and productive lives.
2. To increase collaboration between schools and the adult service systems by establishing agreements of shared responsibility during assessment, job exploration, and paid individual employment.

B. Objective

Increase number of individuals with disabilities who are employed before they exit school.

C. Eligibility

1. All participants shall be clients currently eligible to receive services through the DSHS, Developmental Disabilities Administration (DDA).
2. Students beginning services as part of Job Foundations and School to Work shall have birthdates between September 1, 2001 and August 31, 2002 and exiting a participating school district in June 2023.
3. School to Work eligible participants shall have birthdates between September 1, 2000 and August 31, 2001 and exiting a participating school district in June 2022.

D. Definitions

1. School to Work Assessment means those activities related to gathering information about a participant's unique interests, skills, abilities, and support needs, which will inform Intensive Job Placement, Intensive Training Services, and other services within Individual Supported Employment to secure and maintain competitive employment as identified in the DVR School to Work (S2W) SDOP for assessment. At a minimum, these activities will include:
 - a. Discovery: intensive individualized efforts to identify a task or tasks the participant could perform at competitive levels as well as other prerequisite information necessary to ensure employment success such as assistive technology needs, environmental supports, and additional support needs that traditional assessments do not provide; or
 - b. Community Based Assessment: locating, securing, and placing a participant into a paid employment setting(s), or other realistic work setting(s), when not provided by the school district, in which the participant performs work for a specified period of time with the direct provision of needed job supports and training.
2. Intensive Job Placement.
 - a. Intensive Job Placement means locating, securing, and placing a participant into a paid, integrated job that is mutually agreed upon by the DSHS/DVR Counselor, the Contractor and the participant or their representative.
 - b. Placements less than 10 hours: Job placement goals less than 10 hours shall be approved in advance by the appropriate DVR Supervisor in consultation with the team. The team may include the Customer, the Customer's Family (if applicable), DSHS/DVR Counselor, Contractor and County. This approval shall be obtained at the time the Job Placement and Intensive training DVR School to Work (S2W) SDOP for job placement and intensive training is developed.
3. Intensive Training Services means individualized, one-on-one job skills training and support provided at the supported employment job site to enable a participant to:
 - a. Attain job stabilization in on-the-job performance, with job supports;

- b. Meet the employer's expected level of work productivity; and
 - c. Transition to Individual Supported Employment services.
4. Job Stabilization means the participant or their representative, the employer, the DSHS/DVR Counselor and the Contractor mutually agree that the participant placed has demonstrated and maintained satisfactory on-the-job performance and has the quantity and type of long-term employment supports available that are needed to maintain satisfactory on-the-job performance.
 5. Individual Supported Employment means individualized services to help the person 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, support to maintain a job, and retention services to replace a job due to upgrade, participant choice, or job loss, and record keeping.
 6. Employed means an individual working at a job, which is in the community and paid at or above the minimum wage.
 7. Employment plan means DVR School to Work (S2W) Service Delivery Outcome Plan (SDOP) for assessment and DVR School to Work (S2W) SDOP intensive job placement/intensive training services.
 8. Extended Services means on-going support services and other appropriate services needed to support youth with the most significant disability in supported employment and that are provided by a State agency, a private non-profit organization, employer or any other appropriate resource. Extended services are time limited and temporary in nature.
 9. Self-employment means an individual owns and operates a business in accordance with state-adopted, self-employment guidelines (e.g., State Division of Vocational Rehabilitation, Developmental Disabilities Administration). Any self-employment venture must include a written business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.
 10. Staff hour is defined as time spent on behalf of or with the program participant providing services such as planning, assessment, and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations

with which the participant is affiliated, job development and placement, transportation training, on the job training or other skills training for the participant or employer as necessary for successful employment, coworker training, follow-along services to secure job retention, post-employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, completing documentation of a service provided, and time spent traveling to participants' community sites.

11. The Job Foundation and the Value Based Payment Project is intended to engage students earlier in targeted employment planning and connection; increase partnerships with school staff to complete student's Job Foundation report and actionable next steps; and increase the number of students completing transition programs with a job or secondary education connection.
12. The Job Foundation report is derived from employment readiness activities performed by transition students that identifies actionable next steps for employment. Job Foundation documents include the Job Foundation report, the Job Foundation Guidelines, and the Job Foundation Quality Assurance (QA) Scoring document. Documents are available at: <https://www.dshs.wa.gov/dda/county-best-practices>
 - a. The Job Foundation report should include all information necessary for the student's DVR VRC to complete their vocational assessment.
 - b. Job Foundation process and comprehensive report may replace the need for a Community Based Assessment through School to Work.

E. Program Requirements

1. The Contractor shall interview potential participants, market services to employers and schools on behalf of individuals and provide non-client-specific job development as routine functions under this Attachment. These activities are documented through staff logs, case notes, or other similar documents.
2. For each participant, the Contractor shall provide the following functions to coordinate services:

- a. Review with participants and their families the terms of agreement to participate in the program, with an emphasis on a team approach and shared commitment to beginning paid employment prior to leaving school. Obtain appropriate signatures on the Student-Contractor Agreement form (provided by the County), submit a copy to the County, and maintain a copy in the participant's file.
 - b. Create a support team around the participant and their family, referred to hereafter as an Inter-Contractor Team (IAT) including representatives from the School District, the Contractor, DSHS/DVR, and DSHS/DDA, as well as other key individuals and agencies supporting the participant in the community. Identify the key members of the IAT and keep a list of names, contractor affiliations, and contact information in the participant's file.
3. For Students participating in Job Foundation, the Contractor shall:
 - a. Engage the student's IAT team to complete a Job Foundation Report per the Job Foundation Guidelines as outlined in Section II.D. Definitions.
 - b. Submit the completed Job Foundations Report to the County for Approval.
 - c. Upon approval, the Contractor will provide a copy of the Job Foundation Report to all members of the IAT and meet with IAT members to determine next steps toward obtaining employment, i.e. DVR S2W SDOP for Job Placement and Intensive Training, DVR S2W for Assessment.
4. For Students participating in School to Work only, the Contractor shall:
 - a. Coordinate and participate in employment service planning with the participant, and document efforts to involve all members of the IAT within two months of the start of school (except with written approval of the County).
 - i. Documentation of the date of meetings and a list of attendees shall be kept in the participant's file.
 - ii. The resulting plan shall be updated for each service defined under Section II.D., Definitions of this Attachment and establish clear expectations about the start date and nature of services to be provided by the Contractor and other members of the IAT,

including the frequency and mode of communication between the Contractor and other members of the IAT.

- iii. The participant and/or his/her representative shall sign the plan. A copy of this plan shall be kept in the participant's file and distributed to all members of the IAT, including County staff.
 - b. If an assessment, as described in Section II.D., Definitions of this Attachment, is required in a participant's employment plan, ensure completion of assessment and a written report summarizing the findings of the assessment, within three months of the start of service (except with written approval from the County). Keep a copy of the assessment report in the participant's file and provide copy to the student's DVR VRC.
 - i. The Contractor shall conduct all assessment activities in integrated, community-based work settings.
 - ii. The Contractor shall report to all members of the IAT on the outcome of the assessment and, with the input of the Team, determine the next steps toward obtaining employment.
5. **Providing Job Placement, Intensive Training, and other School to Work services, the Contractor shall:**
- a. The Contractor shall provide Intensive Job Placement, Intensive Training Services, and/or other Individual Supported Employment services as defined under Section II.D., Definitions of this Attachment.
 - b. Make at least one face-to-face contact per month per individual for whom they have assigned responsibility. Any exception to this requirement shall have written approval from the County. A record of this shall be kept in each participant's file.
 - c. Report to all members of the IAT regarding progress on the employment plan on a monthly basis. Documentation of monthly communication shall be kept in the participant's file.
 - d. For participants who obtain employment, the Contractor shall inform the County and DSHS/DVR Counselor within 10 days of job placement or hire date of a new job.

- e. The Contractor shall provide the County and DSHS/DVR Counselor with the following information:
 - (i) Name of the Employer
 - (ii) Job Title
 - (iii) Hourly Wage
 - (iv) Number of Hours Worked per Week
 - (v) Fringe Benefits provided
- f. Documentation of these activities shall be kept in the participant's file.
- g. The Contractor shall document with a copy of a pay stub or similar proof of employment of participants, including any employment benefits, the first full month of employment for which the Contractor is reporting for the participant.
- h. When **Intensive Training Services** are completed, the Contractor shall provide the County and DSHS/DVR Counselor with the following information:
 - i. Date the participant was considered to be stable in their job performance
 - ii. Any changes in their job, i.e. wages, number of hours worked, etc.
 - iii. A copy of DVR's Job Stabilization form, Attachment F.
- i. Notify all participants, their families and/or guardians, and other appropriate individuals or organizations of the obligation to identify all sources of funding appropriate and available to individuals to pay for the cost of services. Proof of notification shall be kept in the participant's file.
- j. The Contractor shall communicate with the DSHS/DVR, DSHS/DDA, and County staff with respect to funding for continued services and the transfer to adult programs after the participant has exited school. Documentation of this communication shall be kept in the participant's file.

- k. If a participant loses their employment for whatever reason, the Contractor shall notify, in writing, the individual and/or their representative of the availability of replacement services as specified in the Contractor's contract with the County. The Contractor shall maintain on file a written replacement plan, signed by the individual and/or their designee. If the individual does not desire replacement services or wishes to be referred to other agencies for services, this shall be noted and acknowledged by the participant.
- l. Document the discontinuance of services to a participant and provide a copy of this to the participant and the County, while keeping a copy in the participant's file. If the participant cannot be reached, then the Contractor shall demonstrate they have attempted to reach the client (for example: a registered letter receipt) and send a copy of the notification to the County.
- m. If it appears that a participant will not obtain employment by the end of the school year, the Contractor shall facilitate a meeting with the IAT, including the DSHS/DDA Case Resource Manager (CRM), and begin to identify other services or resources, which may be appropriate as part of planning for the participant's life and services after school. Documentation of this notification shall be kept in the participant's file.

- 6. The Contractor will arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA).
- 7. The Contractor will provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for customers who have Limited English Proficiency (LEP) as per the Civil Rights acts of 1964.

F. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall submit to the County a copy of the signed Student-Contractor Agreement form, as a written request for authorization of payment on behalf of participants.

- A. Billing Invoice Package

1. The monthly billing report shall serve as documentation for the Contractor's invoice to the County for services rendered.
2. The County, at its option, may withhold reimbursement for any month in which the required reports have not been received, are incomplete, or inaccurate.

B. Method of Payment for Job Foundation

1. The Contractor shall be reimbursed a maximum of \$2,400 for each student's completed Job Foundation report that receives a satisfactory or above rating from the County.
2. The Contractor can bill \$1200 per student upon commencement of Job Foundation services and activities. The County may require this amount to be reimbursed, if the Contractor is unable to satisfactorily complete a Job Foundation report as determined by the County.
3. The Contractor may receive a partial payment for an incomplete Job Foundation report on a case by case basis as determined by the County.

C. Method of Payment for School to Work

1. The Contractor shall be reimbursed for meeting minimum requirements, at \$500 per month, for each individual served according to the following conditions.
 - a. The Contractor shall make at least one face-to-face contact per month per individual for whom they have assigned responsibility.
 - b. The Contractor shall provide services according to the employment plan and provide a monthly summary of services. The report is due by the 10th of the following month in which services were provided.
 - c. In the event that the Contractor cannot meet the above stated minimum requirements within a month, but wishes to bill for monthly services, the Contractor must submit a written request documenting the delivery of comparable services. This written request must be submitted with the billing invoice package and shall be approved or denied at the County's discretion.

2. If other funds become available to pay for services covered in this Attachment during the course of delivery of service, such as extended services, the County must be notified and payments or payment schedules may be modified, as appropriate.
3. The Contractor may receive a one-time additional payment of \$4,000 per person when the participant has reached job stabilization as defined under Section II.D., Definitions of this Attachment for project participants who are participating in an outcome-based contract with the County.

III. REPORTING REQUIREMENTS

- A. The Contractor shall submit an individual summary of the services delivered and progress made toward the employment goals for each participant enrolled at the completion of each month. The Contractor shall submit these summaries to County staff and shall distribute a copy to the appropriate DSHS/DVR Counselor, IAT team members and DSHS/DDA CRM if applicable. The monthly summary reports shall continue 90 days beyond Customer job stabilization or until DVR case closure.
- B. The Contractor's monthly summary as specified in the Job Foundation/School-to-Work Billing and Data Reporting Instructions provided by the County shall, if applicable, answer the individual elements specified on the DSHS/DVR Service Delivery Outcome Plans.
- C. The Contractor shall document each required column of information as applicable for all participants on the monthly billing report as outlined in the Job Foundation/School-to-Work Billing and Data Reporting Instructions provided by the County.
- D. The Contractor shall report all DSHS/DDA eligible persons they are serving on the monthly billing report that are participating in Job Foundation and School to Work. In the event the Contractor is not claiming reimbursement, the Contractor shall enter the appropriate "non-reimbursable funding code" and enter a zero in the units received and unit reimbursement columns of the billing form. The County, during routine monitoring, may audit this data to ensure accuracy of reporting and appropriateness of coding.

IV. MEETING REQUIREMENTS

- A. The Contractor will meet annually with the County, DSHS/DVR, and DDA representatives to discuss the program's process and encourage methods to improve effectiveness of services.

ATTACHMENT C: BUDGET SUMMARY

BUDGET SUMMARY

Contractor: Easter Seals Washington
Contract No: KC-048-22
Activity: Job Foundation and School to Work
Time Period: January 1, 2022 – December 31, 2022

Revenue Source	Budget Period	Previous Budget	Changes this Contract	Current Budget
Kitsap County Real & Personal Property Tax Pursuant to R.C.W. 71.20.110	1/1/22-12/31/22	N/A	N/A	\$26,800
Revenues (County Billed)				\$26,800.00

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION
DEVELOPMENTAL DISABILITIES
JULY 1, 2021
CRITERIA FOR ALL SERVICES

A. SERVICES ACCORDING TO INDIVIDUAL NEED -- The service provider documents:

1. That services the participant is receiving relate to the participant's Individual Habilitation Plan (IHP) (ICF/ID), PASRR Level II Assessment, DDA Assessment including the Person Centered Service Plan (PCSP) and/or Individualized Family Service Plan (IFSP).
2. A copy of the current annual DDA Assessment, Service Summary, and Employment Summary or PASRR Level II Assessment or IHP or IFSP if applicable, will be maintained in the participant's file.
3. There is a County approved grievance process for participants that:
 - a) Is explained to participants and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;
 - b) Negotiates conflicts;
 - c) States advocates are available and participants are encouraged to bring advocates to help negotiate;
 - d) Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);
 - e) Prohibits retaliation for using the grievance process;
 - f) Includes a process for tracking and reporting grievances.
4. Participants and others, in accordance with DDA Policy 5.06, Client Rights, have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the participant's family, guardian or advocate is also informed.

B. HEALTH AND SAFETY -- The service provider has a policy that addresses confidential / private information for and documents:

1. Incidents involving injury, health or safety issues are reported to DDA and the County reference DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers.
2. Incident reports are tracked and analyzed for potential trends and patterns.
3. Mandatory reporting is done in accordance with Chapter 74.34 RCW, Abuse of Vulnerable Adults and Chapter 26.44 RCW, Abuse of Children.
4. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

C. POLICIES PROTECTING INDIVIDUAL RIGHTS -- The service provider has policies that protect individual rights that include but are not limited to:

1. Respectful staff-to-client interactions;

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION DEVELOPMENTAL DISABILITIES JULY 1, 2021

2. A person's right to be treated with dignity, respect and free of abuse;
3. A person's right to privacy; and
4. Safeguarding personal information.

D. ORGANIZATIONAL DESIGN -- The service provider documents:

1. The date policies are implemented or date they are revised.
2. A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance. Document progress on performance indicators identified in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.
3. Direct service staff are trained and has experience in accordance with DDA Policy 6.13.
4. That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles "GAAP" provide financial statements within nine months subsequent to the close of the subcontractor's fiscal year. An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements.
5. An administrative/organizational structure that clearly defines responsibilities.
6. Each employee has a current (within three years) DSHS background check in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Child Development Service providers may submit background checks directly to the BCS at DSHS or they may submit background checks to the Department of Children, Youth and Families, for processing by the DSHS BCCU.
7. Evidence that it employs typical safety protection based upon the environment the participant is working or receiving services in.
8. Equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, Limited English Proficient (LEP) Clients).

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION DEVELOPMENTAL DISABILITIES JULY 1, 2021

CRITERIA FOR SPECIFIC SERVICES

E. CHILD DEVELOPMENT SERVICES (Birth to Three) -- The County evaluates, in collaboration with the Local Lead Agency, that service providers document:

1. The child and family received timely services. (Services are considered timely if they begin within 30 days of the start date on the signed IFSP unless documented that there was an exceptional family circumstance).
2. Services are in compliance with the natural environments criteria for IDEA, Part C and Washington State's federally approved Early Intervention Plan.
3. Training, experience, and expertise of staff meet the highest entry level requirements in Washington State for Early Intervention professionals and relate to the needs of the child.
4. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) was conducted within 45 days of receipt of referral. (Referral is defined as the date the family resources coordinator or lead agency received referral)
5. The family was assisted to ensure the child obtained an evaluation by a multidisciplinary team.
6. Contractor received from the parent, in writing, consent for all activities related to the provision of Early Intervention Services in the family's native language or other mode of communication.
7. The IFSP was reviewed every six months with a new plan written annually.
8. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.
9. Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family. Child specific outcomes reflect the child's participation in everyday routines and activities. Family specific outcomes address the capacity of the family to enhance their child's development.
10. Services and supports were provided, to the maximum extent appropriate for the individual child, in naturally occurring environments and occurs in a setting other than a natural environment only when early intervention cannot be achieved satisfactorily for an infant or toddler in a natural environment.
11. A transition plan for each child participating in the early intervention program was developed at least 90 days prior to the child's third birthday.

F. ALL EMPLOYMENT SERVICES-- The service provider documents:

1. Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION DEVELOPMENTAL DISABILITIES JULY 1, 2021

reviewed and signed annually. All employment plans should address how the participant will pursue and maintain a community paid job, increased wages, and increased work hours towards a living wage.

- a) Current date;
 - b) Timeline for the plan;
 - c) Participant's name first and last;
 - d) Participant ADISA ID;
 - e) Employment goal;
 - i. The preferred (job type) the participant wishes to obtain or maintain;
 - ii. The preferred wages/salary the participant wishes to earn;
 - iii. The number of hours the participant prefers to work;
 - iv. The agreed upon time line to achieve the employment goal.
 - f) The participant's skills, gifts, interests and preferred activities;
 - g) Measurable strategies and timelines (action steps and supports) to meet the employment goal;
 - h) Identification of persons and/or entities available to assist the participant in reaching his/her employment goal (example: a family member, Vocational Rehabilitation services, etc.) and;
 - i) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.
2. All services relate to the participant's individually identified goal(s) as outlined in the employment plan.
 3. The identification and provision of supports necessary for job success have been provided to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.
 4. Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained and fading is occurring. This also includes the development of natural supports.
 5. Employment service activities and the outcome of those activities in the participant's progress reports.
 6. Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.
 7. Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, County Services for Working Age Adults.
 8. Information about wages, productivity, benefits, and work hours for each participant.
 9. Progress in achieving increased wages and work hours for each participant.
 10. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441 530(a)(1) including: is integrated in the greater community and supports individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports, and who provides them.

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION DEVELOPMENTAL DISABILITIES JULY 1, 2021

11. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

G. GROUP SUPPORTED EMPLOYMENT-- The service provider documents:

1. Individuals participating in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community.
2. The direct service staff hours supporting the group.

H. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES-- The service provider documents:

1. Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.
2. State-adopted self-employment guidelines are followed for any individual who owns and operates a business. In addition, at minimum, any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

I. COMMUNITY INCLUSION SERVICES -- The service provider documents:

1. Adult Community Inclusion plans will include information that identifies and addresses the individualized goal and support needs for each participant. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:
 - a) Current date;
 - b) Time line for the Plan;
 - c) Participant's name first and last;
 - d) Participant's ADSA ID;
 - e) The participant's skills, gifts, interests, and preferred activities.
 - f) The Community Inclusion goal. The goal needs to relate to the following (per the County Guide to Achieve Developmental Disability Administration Guiding Values):
 - i. Identify integrated community places where the participant's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
 - ii. Identify typical community clubs, associations, and organizations where the participant can be a member and have decision making capacities.

ATTACHMENT D: CRITERIA FOR EVALUATION

CRITERIA FOR EVALUATION DEVELOPMENTAL DISABILITIES JULY 1, 2021

- iii. Identify opportunities where the participant can contribute to the community doing new and interesting things or things the individual enjoys.
 - iv. Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.
 - g) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & Advocacy)
 - h) Measurable strategies and time lines (action steps and supports) to meet the goal.
 - i) Identification of persons and/or entities available to assist the participant in reaching his or her long term goal.
 - j) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.
2. All services relate to the participant's individually identified goal(s) as outlined in their plan.
 3. Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period
 4. Each participant is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age.
 5. Each participant is assisted to take part in activities on an individualized basis.
 6. The opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant. This also includes the development of natural supports and fading of paid staff support.
 7. Volunteer opportunities comply with U.S. Department of Labor standards and applicable state standards.
 8. Service activities and the outcome of those activities are documented in the participant's progress reports.
 9. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441 530(a)(1) including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings.
 10. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

ATTACHMENT E: CONFIDENTIALITY AND DATA SECURITY

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

1. **“AES”** means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>)
2. **“Authorized User(s)”** means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
3. **“Category 4 Data”** is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of compromise of any such data. For purposes of this contract, data classified as category 4 refers to data protected by: Health Insurance Portability and Accountability Act (HIPPA).
4. **“Cloud”** means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of the data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personnel files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.
5. **“Encrypt”** means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits (for symmetric keys) or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
6. **“Hardened Password”** means a string of at least eight characters containing at least three of the four following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral and special characters such as an asterisk, ampersand or exclamation point.
7. **“Mobile Device”** means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets and other form factors.

8. **“Multi-factor Authentication”** means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for the device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
9. **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver’s license numbers, other identifying numbers, and any financial identifiers.
10. **“Portable Device”** means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with a base computing resources in the form of a processor, memory storage, and network access. Examples include, but are not limited to, mobile phones, tablets and laptops. Mobile Device is a subset of Portable Device.
11. **“Portable Media”** means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tape, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
12. **“Physically Secure”** means that access is restricted through physical means to authorized individuals only.
13. **“Secure Area”** means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through the use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as offices with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure non-authorized staff cannot access it.
14. **“Tracking”** means a record keeping system that identifies when the

sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

15. **“Trusted Network”** means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS/County Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
16. **“Trusted Systems”** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network
17. **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

1. Administrative Controls.

- a) A documented security policy governing the secure use of its computer network and which defines sanctions that may be applied to the Contractor staff for violating that policy.
- b) If the data is shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for the Category 4 data.
- c) If confidential information shared under this agreement is classified as Category 4 data, the contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

2. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.

- c. Ensure that the user accounts are unique and that any given user account logon ID and password combination is known only to the employee to whom the account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on the system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure only authorized users are capable of accessing the data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment or the contract under which the data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS/County Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users with the contractor's network including:
 - (1) A minimum of 8 characters, and containing at least three of the following classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirement for users by employing measures including:

- (1) Ensuring mitigations applied to the system do not allow end-user modification. Examples would include but not limited to installing key loggers, malicious software, or any software that will compromise DSHS/County data.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS, Microsoft Remote Desktop (RDP) and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to a Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of a Multi-Factor Authentication to connect from the external end point to the internal endpoint.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, facial recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers used in conjunction with at least one other authentication factor;
 - (2) Must not be comprised of all the same letter or number (11111,22222, aaaaa would not be acceptable).
 - (3) Must not contain a run of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for storage on a Mobile Device, passcodes for the device must:
- (1) Be a minimum of six alphanumeric characters
 - (2) Contain at least three unique character classes (upper case letter, lower case letter, number).
 - (3) Not contain more than a three consecutive character run.

Passwords consisting of 12345, or abcd12 would not be acceptable.

- k. Render the device unusable after a maximum of 10 failed logon attempts.

Confidentiality.

- **The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:**
 - as provided by law; or,
 - in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- **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.

Data Transport:

1. Paper Documents: Send paper documents containing Confidential Information via a Trusted System.

Protection of Data. The Contractor agrees to store data on one or more of the following media and protect the data as described. Electronic data can be on desktops, laptops, and other portable devices, servers and external media:

1. **Hard disk drives.** For Data stored on local workstation hard disks, access to the data will be restricted to Authorized Users by requiring logon to the local workstation using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or

smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS/County confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 12. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.

3. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secured area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
4. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and hardened password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
6. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to the Authorized Users in Contractor's staff. Contractor with notify County staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this contract.

7. Data storage on portable devices or media.

A) Except where otherwise specified herein, DSHS/County data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:

- Encrypt the data.
- Control access to devices with a unique user ID and hardened password or stronger authentication method, such as a physical token or biometrics.
- Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

B) Apply administrative and physical security controls to Portable Devices and Portable media by:

- Keeping them in a Secure Area when not in use,
- Using check-in/check-out procedures when they are shared; and
- Taking frequent inventories.

C) When being transported outside of a Secure Area, Portable Devices and Portable Media with confidential DSHS/County data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

8. Data Stored for Backup Purposes

(1) DSHS/County data may be stored on Portable Media as part of a Contractor's existing documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with Section 12. Data Disposition.

(2) DSHS/County data may be stored in non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this attachment. If this media is retired while DSHS Confidential

Information still exists upon it, such media will be destroyed at that time in accordance with Section 12. Data Disposition.

9. **Cloud Storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this attachment. Cloud storage of data is problematic as DSHS/County nor the Contractor has control over the environment in which the data is stored. For this reason:

(1) DSHS/County Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- a) Contractor has written procedures in place governing the use of the Cloud storage and Contractor can attest to the contract listed in the contract and keep a copy of the attestation for your records in writing that all such procedures will be uniformly followed.
- b) The Data will be Encrypted while within the Contractor network.
- c) The Data will remain encrypted during transmission to the Cloud.
- d) The Data will remain encrypted at all times while residing within the Cloud Storage solution.
- e) The Contractor will possess a decryption key for the Data, and the decryption key will only be possessed by the Contractor.
- f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
- g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User or within the contractor network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- a) The Cloud storage provider is treated as any other Sub-contractor, and agrees in writing to all the requirements within this attachment; or,
- b) The Cloud storage solution used is HIPPA compliant.

- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPPA), the Cloud provider must sign a Business Associate Agreement prior to the data being stored in their Cloud solution.

10. System Protection. To prevent compromise of systems which contain DSHS/County Data or through which that Data passes:

- a. Systems containing DSHS/County data must have all security patches or hotfixes applied within three months of being made available.
- b. The Contractor will have a method of ensuring the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS/County Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software must be kept up to date. The product, its anti-virus engine and any malware database the systems uses, will be no more than one update behind current.

11. Data Segregation.

- DSHS/County category 4 data must be segregated or otherwise distinguishable from non-DSHS/County data. This is to ensure that when no longer needed by the Contractor, all DSHS/County data can be identified for return or destruction. It also aids in determining whether DSHS/County data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:
 - DSHS/County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/County data; and/or
 - DSHS/County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/County data; and/or
 - DSHS/County data will be stored in a database which will contain no non-DSHS/County data; and/or
 - DSHS/County data will be stored within a database and will be distinguishable from non-DSHS/County data by the value of a specific field or fields within database records; and/or
 - When stored as physical paper documents, DSHS/County data will be physically segregated from non-DSHS/County data in a drawer, folder,

or other container.

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

12. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in **Protection of Data**, the Contractor will certify in writing that the data stored on the media listed below was destroyed utilizing the approved methods outlined in the following table:

Data stored on:	Will be destroyed by:
Server or workstation hard disks or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks), excluding optical discs	Using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

13. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/County shared data must be reported to the County within one (1) business day of discovery. The Contractor must also take action to mitigate the risk of loss and comply with any requirements imposed by law or DSHS/County.

JOB STABILIZATION/RETENTION FORM

Employee Name _____ Date _____

Job Title _____ Pay Rate _____

Hire Date/Dates of Service _____

Number of hours scheduled to work each week _____

Employer _____ Supervisor Name _____

Employer Address _____

Employer City, State, Zip _____

Employer Phone _____ Fax _____

=====

EMPLOYEE

Comments _____

=====

EMPLOYER: *Please complete below and continue on page 2.*

Employee Job Duties

Are job duties performed & completed?

	Correct	Incorrect	Needs Assistance
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employer Comments _____

Overall employee will require: Close Supervision Some Supervision Competent Employee

EMPLOYER/SUPERVISOR: Please rate employee's level of performance in the areas below.

	<u>Never</u>	<u>Rarely</u>	<u>Sometimes</u>	<u>Usually</u>	<u>Almost Always</u>
Good Attendance-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
Punctuality -----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
Grooming/Hygiene -----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Dresses appropriately for the job • Hair is neat, clean and groomed appropriately for the job • Beard/mustache is kept trimmed and neat • Demonstrates good hygiene 					
Following Directions -----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Displays a positive attitude • Follows instructions correctly • Asks questions when necessary • Completes tasks within a specified time frame 					
Quality of Work -----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Completes work with accuracy and neatness • Corrects errors • Follows instructions • Completes work according to instructions given 					
Work Quantity -----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Completes all assigned work 					
Dependability-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Follows instructions • Work completed in timely and efficient manner • Demonstrates initiative in completing a task • Uses good judgment in completing tasks • Completes work assignments without constant supervision 					
Working Relationships-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Helps co-workers if requested • Readily asks for help from co-workers • Is positive when working with co-workers 					
Personal Behavior-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Cooperative, friendly, readily accepts work and will listen to new ideas 					
Follow Rules of the Workplace-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Aware of, and follows, the workplace rules 					
Acceptance of Feedback-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Openly listens to feedback from supervisor • Understands how feedback is useful and why 					
Problem Solving-----	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
<ul style="list-style-type: none"> • Resolves issues using problem solving model <ul style="list-style-type: none"> -Identifies problem areas of conflict -Lists options for resolution -Selects best option 					

REQUIRED SIGNATURES BELOW

Employer Evaluator name and title

Date

Employee (DVR Customer)

Date

CRP Job Developer/Job Coach

Date

DVR Vocational Rehabilitation Counselor

Date


**ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are 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 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:
Easter Seals Washington



Name: Cathy Bisailon
Title: President and CEO

DATE: 12/21/2021

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

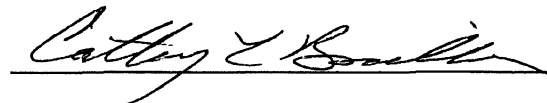
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

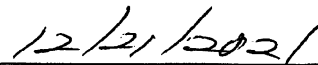
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Easter Seals Washington

Contractor Organization



Signature of Certifying Official



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St. Suite 110 Bellevue WA 98004	CONTACT NAME: Kim Andrews-McClellan PHONE (A/C, No, Ext): (877) 455-5640 FAX (A/C, No): (425) 455-6727 E-MAIL ADDRESS: kandrews@tpgrp.com														
INSURED Easter Seals Washington 200 W Mercer ST STE 210E Seattle WA 98119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 21/22 GL AL XS ABUSE **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2254057	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK2254057	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB761416	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 4,000,000	
	DED <input type="checkbox"/> RETENTION \$ 0							\$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	PHPK2254057	04/01/2021	04/01/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	WA STOP GAP	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Sexual/Physical Abuse & Molesation			PHPK2254057	04/01/2021	04/01/2022	Occurrence	\$1,000,000	
							Aggregate	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Washington State Dept. of Social Health Services, Kitsap County is included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract. With respects to liability arising out of the operations of the insured, this insurance is primary, the following are included as Additional Insureds: Kitsap County, its officers, officials, employees and agents per attached form.

CERTIFICATE HOLDER

CANCELLATION

Washington State Dept. of Social Health Services c/o Kitsap Co Div of
 614 Division St., MS-5 Attn:
 Kelly O'Neill, Administrator
 Port Orchard WA 98366

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty Due: Wage Due:

License Number:

[Download all debarment data](#)

Show 25 per page Showing 0 records First Previous Next Last

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Show 25 per page Showing 0 records First Previous Next Last