CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Easterseals Washington, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract KC-048-22-A and to be executed on December 1, 2022, shall be amended as follows:

- 1. **Section 1. Effective Date of Contract:** shall be amended as follows: The contract will become effective on January 1, 2022 and terminate on December 31, 2023. In no event will the contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.
- 2. **Section 4. Compensation:** shall be amended to read as follows:
 - 4.1 The total amount payable under the contract, by the County to the Contractor in no event will exceed \$68,800. Any cost incurred by the Contractor over and above the year-end sums set out on the budgets shall be at the Contractor's sole risk and expense.
 - The contract increases by \$42,000 from \$26,800 to a new contract total of \$68,800.
- 3. Attachment B: Statement of Work shall be replaced in its entirety as attached.
- 4. Attachment C: Budget Summary shall be replaced in its entirety as attached.
- 5. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:
 - Kelly Oneal, Developmental Disabilities Coordinator 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.
- 6. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

DATED this 29 day November, 2022. DATED this 30th day November, 2022.

CONTRACTOR **Easterseals Washington** KITSAP COUNTY, WASHINGTON

Cathy Bisaillon, President & CEO

KAREN GOON, County Administrator

Approved as to form by the Prosecuting Attorney's Office

Attachment B: STATEMENT OF WORK

JOB FOUNDATION AND 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 \$ 68,800 for the period January 1, 2022 through December 31, 2023.

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, 2002 and August 31, 2003 and exiting a participating school district in June 2024.
- 3. 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.

4. 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

- 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.

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.
- 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.
 - 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).

- 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.
- I. 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.
- 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 15th 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-A

Activity:

Job Foundation and School to Work

Time Period:

January 1, 2022 - December 31, 2023

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- 12/31/23	\$26,800	\$42,000	\$68,800
Revenues (County Billed)			•	\$68,800.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2022

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).

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State 110 Belleous Belleo	The	Partners Group Ltd				PHONE (A/C, No	p. Ext): (877) 4	55-5640		FAX (A/C, No): (42	5) 455-6727
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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.

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