



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

March 16, 2010

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** MAY 10, 2010

**SUBJECT:** Agenda Item – Professional Services Agreement – Concerned Citizens for Project SEARCH, Amendment #1; September 1, 2009 – June 30, 2010; add'l \$3,000 total \$36,000

**STATEMENT OF ISSUE:**

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Concerned Citizens for Project SEARCH, Amendment #1; September 1, 2009 – June 30, 2010; add'l \$3,000 total \$36,000

**ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

The Project SEARCH model facilitates a combination of classroom instruction, career explorations, on-the-job-training and support for transition students with developmental disabilities and is targeted for students whose main goal is competitive employment. The program takes place in a healthcare or business setting with total immersion in the workplace.

This contract with Concerned Citizens provides real life work experience combined with training in employability and independent living skills for transition students with developmental disabilities. The outcome is successful transition from school to adult life and the opportunity to become employed as the students turn 21. Concerned Citizens assesses the potential of 4 students with disabilities who are transition students of Port Townsend and Chimacum School Districts and provides these students, intern and assessment work at Jefferson Healthcare under the guidance of a qualified Program Coordinator/Job Coach, with the goal of retention or placement in the Hospital or other employment positions in the County. Training includes employment skills, obtaining, and utilizing transportation, appropriate hygiene, dress, and behavior for the worksite and Project Search Curriculum.

Additional funding has been awarded to provide additional one-on-one support between a client and the job coach.

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: (360) 385-9400  
FAX: (360) 385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

This contract is funded by Port Townsend and Chimacum School Districts through their contracts associated with services under the Project SEARCH "Jobs to 21" Program. JCPH is the fiscal agent for this contract.

**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement – Concerned Citizens for Project SEARCH, Amendment #1; September 1, 2009 – June 30, 2010; add'l \$3,000 total \$36,000

**REVIEWED BY:**

  
Philip Morley, County Administrator

4/7/10  
Date

(Routed to all Public Health Managers)

**Contract Amendment #1  
Agreement Between  
Concerned Citizens  
And  
Jefferson County Public Health  
Developmental Disabilities Program**

**WHEREAS**, Concerned Citizens (SUBCONTRACTOR) and Jefferson County (COUNTY) entered into an agreement on September 1, 2009 for Professional Services to be provided in connection with the Project SEARCH Program for Students with Developmental Disabilities in Jefferson County.

**WHEREAS**, the parties desire to amend the terms of that agreement.

**IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:**

1. The term of the above referenced agreement ends June 30, 2010.
2. The SUBCONTRACTOR will continue to identify intern work site opportunities and perform job analyses in a host business for students with developmental disabilities, while assuring that the internship sites teach marketable, competitive skills and transfer to open jobs in the community
3. The SUBCONTRACTOR will continue to provide job coaching within the host business for Students in the Program SEARCH Program; initial placement, worksite job training, development of natural supports and follow along.
4. The SUBCONTRACTOR will continue to provide the Project SEARCH curriculum and Transition Portfolio development to students with developmental disabilities.
5. The SUBCONTRACTOR will continue to assist with education and training to host business employees regarding supporting people with disabilities in the workplace and assist with public relation activities to promote host businesses and the Project SEARCH program
6. The SUBCONTRACTOR will be paid for an additional 150 hours or 27 School Days up to 5.5 hours for each day at the rate of \$20.00 per hour of regular Program Service.
7. The SUBCONTRACTOR will be entitled to an additional \$3,000.00 in funding for services rendered during the term of this contract amendment. Total compensation under this Agreement shall not exceed \$36,000 without express written amendment.
8. All other terms and conditions of the agreement will remain the same.

Dated this 26 day of April, 2010

By: \_\_\_\_\_  
David Sullivan, Chairman  
Jefferson Board of County Commissioners

Approved as to form and content  
4/9/10  
David Alvarez  
Jefferson Co. Prosecutor's Office

By: Linda Middleton  
Linda Middleton  
Executive Director of Concerned Citizens

**SUBCONTRACT FOR PROFESSIONAL SERVICES**  
**PROJECT SEARCH PROGRAM**  
**Agreement Between**  
**JEFFERSON COUNTY PUBLIC HEALTH**  
**And**  
**CONCERNED CITIZENS**

This Agreement is made and entered into between Jefferson County Public Health (COUNTY) and Concerned Citizens (SUBCONTRACTOR) for provision of the Project SEARCH Program for students with developmental disabilities in Jefferson County. The term of this Agreement is September 1, 2009 through June 30, 2010. This Contract may be terminated by either party upon 60 days written notice. Termination of this Contract shall not constitute a breach.

**It is Agreed Between Both Parties as Named  
Herein as Follows:**

**A. PROFESSIONAL SERVICES**

Professional services to be provided by SUBCONTRACTOR shall include:

- (1) Identify intern work site opportunities and perform job analyses in a host business for students with developmental disabilities, while assuring that the internship sites teach marketable, competitive skills and transfer to open jobs in the community; per Exhibit A – Statement of Work.
- (2) Provide internal job development with the host business: examine existing open positions and determine their applicability for Project SEARCH students; per Exhibit A – Statement of Work.
- (3) Provide the Project SEARCH curriculum and Transition Portfolio development to students with developmental disabilities; per Exhibit A – Statement of Work.
- (4) Assist with education and training to host business employees regarding supporting people with disabilities in the workplace as necessary. Assist with public relation activities to promote host businesses and the Project SEARCH program; per Exhibit A – Statement of Work.
- (5) Program management.

**B. OBLIGATIONS**

SUBCONTRACTOR shall fulfill the following obligations:

- (1) SUBCONTRACTOR shall comply with all state and federal requirements regarding the confidentiality of client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 requires a signed Release of Information or a signed Oath of Confidentiality Form.
- (2) SUBCONTRACTOR is required pursuant to RCW 43.43.830-845, that any prospective employee, who will or may have unsupervised access to a person with a developmental disability, in the course of his or her employment, or involvement with the business or organization, must have a Washington State Patrol Criminal (W.S.P.) Background Check.
- (3) SUBCONTRACTOR is required pursuant to RCW 74.15, that if any prospective employee, who has not resided in Washington State during the last three years, and who will or may have unsupervised access to a person with a developmental disability, in the course of his or her employment, or involvement with the business or organization, must have a F.B.I. Fingerprint Check. This fingerprint check must occur before employment begins working.

- (4) SUBCONTRACTOR is required, to repeat the W.S.P. Criminal Background Check and the F.B.I. Fingerprint Check every three years. The W.S. P. Criminal Background Check and the F.B.I. Fingerprint Check must go through the Background Check Central Unit Office within DSHS in Olympia.
- (5) SUBCONTRACTOR shall comply with all state and federal requirements under RCW 74.34, Abuse of Vulnerable Adults, RCW 26.44, Abuse of Children, the WACs: 275-27 Division of Developmental Disabilities Services Rules; 296-24 General Safety & Health, 296-62 General Occupational Health Standards; the DDD Policies: 3.01 Client Service Plans, 5.01 Criminal History Background Checks and Safeguarding Personal Information, 5.03 Client Complaints, 5.05 Limited English Proficiency (LEP) Clients, 5.06 Client Rights, 5.13 Protections From Abuse, 5.14 Positive Behavior Support, 5.15 Use of Restrictive Procedures, 6.13 Employment/Day Program Provider Qualifications, 9.07 Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), 12.01 Incident Management and the 1992 County Guidelines.
- (6) If SUBCONTRACTOR is found to have a substantiated finding of abuse, neglect, abandonment or financial exploitation they shall comply with the following APS guidelines:
  - Upon receiving documentation of a substantiated finding of abuse, neglect, exploitation or abandonment from APS, the regional DDD office will send a copy of the APS substantiation report to the county within one working day.
  - Upon receiving documentation of a substantiated finding of abuse, the county will send a letter to the SUBCONTRACTOR vocational/day program provider within one working day.
  1. The contracted provider is required to:
    - a. Document the steps the SUBCONTRACTOR has taken to protect the vulnerable person(s) immediately; and
    - b. Submit a corrective action plan, if needed, to the county within 10 working days.
  2. The county will respond to the steps taken and the sufficiency of the proposed corrective action plan within 10 working days. If the corrective action is not accepted the plan will be returned to the provider for correction and an amended plan will be required within 5 working days.
  3. Once accepted, the county will send the corrective action plan to DDD for final approval. DDD Regional Staff will respond as to plan sufficiency and whether any additional information is needed within 10 working days. The Region will send a copy to Central Office.
- (7) SUBCONTRACTOR is required to maintain the following minimum organizational capacity in order to meet the performance standards set forth in this Agreement. Failure or inability of SUBCONTRACTOR to meet any or all of these minimum capacity requirements, as determined solely by COUNTY, may be cause for termination of this Agreement as provided herein.
  - (a) Qualified Staff: Adequate, qualified staff with skills and experience in evaluation, training, supervision, counseling and support of adults with developmental disabilities who are earning wages, per the attached Statement of Work. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications upon request.
  - (b) Performance Plan: A written performance plan, which describes its mission, 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.

- (c) Participants: SUBCONTRACTOR has a commitment to support integration of individuals with developmental disabilities with people who are not disabled and has involved participants with developmental disabilities in policy development.
  - (d) Partnerships: SUBCONTRACTOR has a history of working cooperatively with community-based organizations including Employers, other Agencies, the County DD Program, the Division of Vocational Rehabilitation (DVR) and Schools.
  - (e) Financial and Program Management: Systems and personnel to: maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity (ADSA Reports); maintain appropriate Client service records and progress reports; and track key program performance indicators.
  - (f) Accreditation: SUBCONTRACTOR must be able to demonstrate conformance to Commission on Accreditation of Rehabilitation Facilities (CARF) standards for quality assurance and CARF accreditation.
  - (g) Financial and Program Management: Systems and personnel to: maintain accounting records that accurately reflect all program revenues and expenditures; prepare monthly statements of activity (ADSA Reports); maintain appropriate client service records and progress reports; and track key
- (8) All services for persons with developmental disabilities must be provided with attention to their health and safety. SUBCONTRACTOR shall comply with all applicable federal, state and local fire, health and safety regulations. Staffing ratios and patterns are adequate to maintain quality and safety.
- (9) The SUBCONTRACTOR shall report any injury or accident, which requires more than simple first aid, and any extraordinary incident that requires intervention by the SUBCONTRACTOR, first to the DSHS/DDD Case Manager for the individual involved and then to the County Coordinator. This includes serious physical or emotional harm or potential harm.
- 1. The initial report may be done through documented telephone calls to the County Coordinator.
  - 2. The SUBCONTRACTOR shall submit a written follow-up report within 10 days to the County Coordinator. The report to the County Coordinator may be submitted by email, facsimile (FAX) to (360) 385-9410 or by mail to Jefferson County Public Health, 615 Sheridan St., Port Townsend, WA 98368.
  - 3. Serious and emergent incidents shall be handled in accordance with DSHS/DDD Policy 12.01 Incident Management.
- (10) Within 30 days of the effective date of this Agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide (a) company; (b) program financial reports to COUNTY, including all revenues and expenses generated by SUBCONTRACTOR, in sufficient detail to demonstrate the uses of funds provided under this Agreement.
- (11) Make available for inspection, review or audit by COUNTY DD Coordinator at all reasonable times: all work sites; all Client records; records on productivity and Client wages; and all documents, reports and other data applicable to this Agreement. The COUNTY shall monitor services delivered and conduct at least one on-site visit with SUBCONTRACTOR during the period of the contract to assure compliance with the DDD State Work Order.

- (12) AUDIT REQUIREMENTS. Independent Audit will be submitted annually to the Jefferson County DD County Coordinator in the following manner:

The Subcontractor 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 Subcontractor. Copies of the audit and management letter shall be submitted to the Jefferson County Public Health within 9 months of the end of the Subcontractor's fiscal year.

The Subcontractor 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 Subcontractor mutually agree upon.
  - (b) Provides statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and 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 OBM Circular A-133 or A-128, as applicable.
  - (c) The Subcontractor shall submit two (2) copies of the audit and/or the summary and the management letter directly to the County immediately upon completion. The audit must be accomplished by documentation indicating the Subcontractor's Board of Directors has reviewed the audit.
- (13) If the Developmental Disabilities Program Coordinator finds indications of potential non-compliance during the contract monitoring process or learns that the Contractor is out of compliance with any of the terms or conditions of this contract, the following process will be pursued:
- (a) Informal Notification: Informal process wherein the County Coordinator alerts the Contractor in writing of the potential non-compliance and an agreeable solution is reached within ten (10) days.
  - (b) Official Notification: If the informal notification does not result in resolution, the official notification of possible non-compliance to establish a date, within ten (10) working days of notification, when representatives of the County and the Contractor shall meet to discuss areas of contention and attempt to resolve the issues.
  - (c) Written Summary: Within ten (10) working days of such official notification the County will provide the Contractor a written summary of the areas of non-compliance by certified mail. Notice shall be sent to the address identified in the Agreement.
  - (d) Discussion: Within twenty (20) days of the date of the written summary, a discussion between County and Contractor shall be conducted to resolve areas of non-compliance or potential non-compliance.
  - (e) Should the above procedures fail to resolve the compliance issue, the parties will obtain the services of the Peninsula Dispute Resolution Center, or another agreed upon resource, and shall share equally in any retainer fees or other costs of services. If no Agreement is reached, the mediator's decision in the matter will be binding on all parties, except that in no event will the County honor a financial determination that is greater than the funds allowed the scope of this Agreement.
- (14) For five years following the end date of this Agreement, SUBCONTRACTOR will maintain Client records and books, records, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect expenditures of funds provided under this Agreement. Client records shall minimally include statement of Client goals, documentation of training provided, training hours, routine progress notes and semi-annual summary progress toward meeting Client goals.

- (15) Make available for inspection, review or audit by County DD Coordinator at all reasonable times: all client records; and all documents, reports and other data applicable to this Agreement.
- (16) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this Agreement.
- (17) SUBCONTRACTOR agrees to assign to COUNTY its Medicaid Billing Rights for services to Clients eligible under Title XIX programs. Written documentation shall be available to COUNTY on request. If SUBCONTRACTOR contracts directly with DSHS to provide covered services under Title XIX, COUNTY agrees that funding intended for those Clients shall be excluded from this Agreement. If SUBCONTRACTOR contracts directly with Social Security to provide covered services under a PASS/IRWE, COUNTY agrees that funding intended for those Clients shall be excluded from this Agreement.

#### C. REIMBURSEMENTS

- (1) For said services rendered under this Agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:
  - (a) Project SEARCH Program: For said services rendered from September 1, 2009 through June 30, 2010, SUBCONTRACTOR will be paid for up to 180 School Days, for up to 6 hours for each day, at the rate of \$25.00 per hour of assigned Service Responsibility of regular Program Service, as defined in Exhibit A, Statement of Work Section E, as the Project SEARCH Coordinator. SUBCONTRACTOR will be paid for up to 45 School Days, for up to 5.5 hours for each day, at the rate of \$20.00 per hour of assigned Service Responsibility of regular Program Service, as defined in Exhibit A, Statement of Work Section E, as the Project SEARCH Job Coach. SUBCONTRACTOR will be reimbursed for up to \$1050.00 for two Lap Top Computers; one for the Project SEARCH Coordinator, one for the Project SEARCH Job Coach and for 12 Project SEARCH shirts for the students and Project SEARCH Staff.
- (2) SUBCONTRACTOR will bill COUNTY on a monthly basis, on or before the 5th day of the month, for service provided under this Agreement during the preceding month. SUBCONTRACTOR will submit a Monthly Report on the Project SEARCH Program and an invoice for its billings. At no time shall the invoices for reimbursement be submitted more than 60 calendar days following the last day of the month for which the services were provided.
- (3) COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are not accurate and/or complete.
- (4) Total reimbursements to SUBCONTRACTOR by COUNTY under this contract shall not exceed \$33,000.00 in completion of these projects without express written amendment signed by both parties to this Agreement
- (5) Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 (Public Education), or are being funded under PASS/IRWE.

#### D. MISCELLANEOUS

- (1) Pursuant to WAC 275, DSHS Division of Developmental Disabilities (DDD) shall determine individual eligibility of persons for services delivered under this Agreement. DDD shall notify COUNTY of persons authorized for services reimbursed under this Agreement. Only persons referred to COUNTY by DDD shall be eligible for services reimbursed under this Agreement. The SUBCONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.



- (2) The SUBCONTRACTOR'S relation to the COUNTY shall be at all times as an independent SUBCONTRACTOR and any of all employees of the SUBCONTRACTOR or other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this Agreement shall be considered employees of the SUBCONTRACTOR only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the SUBCONTRACTOR.
- (3) The SUBCONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY. Assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.
- (4) The SUBCONTRACTOR shall obtain and keep in force during the terms of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:05:
  - (a) Worker's compensation and employer's liability insurance as required by the State of Washington.
  - (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the COUNTY named as an additional insured in connection with the SUBCONTRACTOR'S performance of the contract.
  - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
    - (1) Broad Form Property Damage, with no employee exclusion;
    - (2) Personal Injury Liability, including extended bodily injury;
    - (3) Broad Form Contractual/Commercial Liability - including completed operations;
    - (4) Premises - Operations Liability (M&C);
    - (5) Independent Contractors and Subcontractors;
    - (6) Blanket Contractual Liability.
- (5) All employees or subcontractors of SUBCONTRACTOR who are required to be professionally certified by the State in the performance of services under this Agreement shall maintain professional liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
- (6) It shall be the responsibility of the SUBCONTRACTOR to insure that any and all persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this Agreement, shall comply with the same insurance requirements that SUBCONTRACTOR is required to meet.
- (7) Failure on the part of the SUBCONTRACTOR to maintain the insurance as required shall constitute a material breach of contract upon which the COUNTY may, after giving five working days notice to the SUBCONTRACTOR to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the COUNTY on demand, or at the sole discretion of the COUNTY, off set against funds due the SUBCONTRACTOR from the COUNTY.

- (8) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
- (9) Excepting the Workers Compensation insurance and any professional liability insurance secured by the SUBCONTRACTOR, the COUNTY will be named on all certificates of insurance as an additional insured. The SUBCONTRACTOR shall furnish the COUNTY with verification of insurance and endorsements required by this Agreement. The SUBCONTRACTOR reserves the right to require complete, certified copies of all required insurance policies at any time.
- (10) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The SUBCONTRACTOR shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the COUNTY.
- (11) The COUNTY will pay no progress payments under Section C until the SUBCONTRACTOR has fully complied with this section. This remedy is not exclusive; and the COUNTY may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.
- (12) Nothing in the foregoing insurance requirements shall prevent the COUNTY, at its option, from additionally requesting that the SUBCONTRACTOR deliver to the COUNTY an executed bond as security for the faithful performance of this contract and for payment of all obligations of the SUBCONTRACTOR.
- (13) The SUBCONTRACTOR shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson COUNTY, WA.
- (14) The SUBCONTRACTOR, by signature to this Agreement, certifies that the SUBCONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Agreement by any Federal department or agency. The SUBCONTRACTOR also agrees to include the above requirement to all subcontracts into which it enters.
- (15) The SUBCONTRACTOR shall comply with the WA State Department of Labor and Industries Minimum Wage Act, RCW 49.46, acknowledging persons with disabilities participating in job assessments are not considered employees.
- (16) The SUBCONTRACTOR shall indemnify and hold the COUNTY, and their officers employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the SUBCONTRACTOR'S negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a SUBCONTRACTOR to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands or suits based solely upon the conduct of the COUNTY, their officers, employees and agents, and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the SUBCONTRACTOR'S agents or employees; and, (b) the COUNTY, its officers, employees and agents, this indemnity provision with respect to (1) claims or suits based upon such negligence, and/or (2) the costs to the COUNTY of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the SUBCONTRACTOR'S negligence or the negligence of the SUBCONTRACTOR'S agents or employees.
- (17) Claims against the COUNTY shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered there under, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.
- (18) The SUBCONTRACTOR specifically assumes potential liability for actions brought against the COUNTY by SUBCONTRACTOR'S employees, including all other persons engaged in the performance of any work or service required of the SUBCONTRACTOR under this Agreement and, solely for the purpose of this indemnification and defense, the SUBCONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The SUBCONTRACTOR recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.25.115 and was subject of mutual negotiation.

- (19) SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age or national origin.
- (20) COUNTY reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from the Department of Social and Health Services Division of Developmental Disabilities is withdrawn, reduced, or limited in any way after the effective date of this Agreement. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.
- (21) No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of COUNTY. If the County agrees in writing that all or a portion of this Contract may be subcontracted to a third-party, then any contract or Agreement between the contractor and a third-party subcontractor must contain all provisions of this contract and the subcontractor must agree to be bound by all terms and obligations found in this Agreement.

ADOPTED THIS 19<sup>th</sup> day of October, 2009.

By: David Sullivan  
David Sullivan, Chairman  
Jefferson Board of County Commissioners

By: Linda Middleton  
Linda Middleton, Executive Director  
Concerned Citizens

By: Chris Hodgson  
Attest, Deputy/Clerk of the Board

APPROVED AS TO FORM ONLY:

By: David Alvarez 9/17/09  
Jefferson County Prosecuting Attorney

## EXHIBIT A

### STATEMENT OF WORK PROJECT SEARCH PROGRAM

#### I. WORK STATEMENT

SUBCONTRACTOR shall provide Project SEARCH Program Services for Transition Students as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on an hourly unit of service basis, pursuant to Section C., Reimbursements, of this contract.

#### II. PROGRAM DESCRIPTION

##### A. Program Goals:

- a. To assist students with developmental disabilities to develop a Transition Portfolio to include an employment resume with detailed action steps/timelines that will serve as a transition tool towards the advancement of the individual's pathway to employment and as an aid in the implementation of matching program clients to appropriate employment services in the community.
- b. To provide internal job development: examine existing open positions and determine their applicability for Project SEARCH students; and determine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to Jefferson Health Care.
- c. To assure that the internship sites teach marketable, competitive skills and transfer to open jobs in the community.
- d. To work with participating Hospital departments and other host businesses to identify intern work site opportunities for students with developmental disabilities and to perform job analyses.
- e. To assist with education and training to Jefferson Healthcare employees regarding supporting people with disabilities in the workplace as necessary. To assist with public relation activities to promote Jefferson Healthcare and the Project SEARCH program.
- f. To provide the Project SEARCH curriculum to students with developmental disabilities- the curriculum will include: attendance, proper grooming and hygiene, healthy eating/diet, first impressions, interviewing skills, positive attitude and appropriateness in the work place, employment safety and confidentiality, employment portfolio development, mock interviews and future vocational goals based on skills, abilities and areas of interest.

##### B. Definitions

###### 1. Project SEARCH Transition Services are:

- for transition students with developmental disabilities who are between the ages of 18-21 years;
- for transition students with developmental disabilities who need intensive and/or extended education, training and support services to perform work in the community;

performed at locations that are typical employment sites for non-disabled persons (not in businesses or locations where the primary purpose is to provide employment or work training for individuals with disabilities);

performed at a participating community business during the school year where three to four intern rotating work site opportunities (each site having each student intern once) are developed.

**C. Program Requirements**

1. SUBCONTRACTOR shall provide a Transition Portfolio for each student with developmental disabilities in the Program SEARCH Program that will incorporate the student's IEP goals and objectives, individual skills experiences, preferences, strengths, support needs, skills and employment goals, objectives and resume within the school year in order to promote community employment for the student.
2. SUBCONTRACTOR shall work with participating departments to identify, develop and perform job analyses for three to four intern work site opportunities (each site having four student interns) during the first school year of the program, and continue to develop work sites as the program progresses.
3. SUBCONTRACTOR shall assist with internal job development: examine existing open positions and determine their applicability for Project SEARCH students; and determine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to Jefferson Health Care.
4. SUBCONTRACTOR shall provide a Job Coach/Program Coordinator to work with student/young adult with developmental disabilities on internship sites at Jefferson Healthcare or other host businesses. The Job Coach/Program Coordinator will assist with program organization, planning, travel training, education of the Project SEARCH curriculum and internship site planning.
5. SUBCONTRACTOR shall collect data on student outcomes; including productivity levels, hours worked per week, jobs, wages, and benefits received and provide expertise in adaptations and accommodations, and implement as necessary.
6. SUBCONTRACTOR shall guarantee that the internship sites teach marketable, competitive skills and transfer to open jobs in the community and the SUBCONTRACTOR shall provide external job development in the community for Project SEARCH students utilizing the skills they developed through the internship sites.
7. SUBCONTRACTOR shall provide the Project SEARCH curriculum once a day to students with developmental disabilities- the curriculum will include: attendance, proper grooming and hygiene, healthy eating/diet, first impressions, interviewing skills, positive attitude and appropriateness in the work place, employment safety and confidentiality, employment portfolio development, mock interviews and future vocational goals based on skills, abilities and areas of interest.
8. SUBCONTRACTOR will submit a Progress Report on each student/young adult with developmental disabilities, to the Parent or Guardian, the student and Special Education Personnel. The progress reports will indicate the fulfillment of the commitments made concerning the Project SEARCH Program. The frequency of the report will be one a month, after the initial start of the Program. The Progress Report shall show training provided, goals and a written synopsis showing progress toward meeting objectives or the reasons for any shortfall concerning the outcomes and proposed actions for correction.
9. SUBCONTRACTOR shall schedule a bi-monthly review meeting with guardians/parents, Special Education Personnel every month for each student with developmental disabilities. The review meeting shall include an assessment/evaluation of the student's goals and objectives. Subsequent to review meetings, the SUBCONTRACTOR will submit a copy of the Progress Report to the student, Special Education Personnel and the Parent or Guardian.
10. SUBCONTRACTOR shall participate and schedule the monthly Partnership Committee meetings with team members (Jefferson County DD, Jefferson Healthcare, and School Districts), in order to discuss and evaluate program progress, report outcomes, work toward continuous improvement.
11. SUBCONTRACTOR shall assist with public relation activities to promote Jefferson Healthcare and the Project SEARCH program by publicizing the collaboration and program activities with a minimum of two written materials and two public presentations.

12. SUBCONTRACTOR shall assist with education and training to Jefferson Healthcare employees regarding supporting people with disabilities in the workplace as necessary.
13. SUBCONTRACTOR shall work with Vocational Rehabilitation to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development. SUBCONTRACTOR shall provide services through other funding streams, (such as Social Security Work Incentives) when appropriate.
14. SUBCONTRACTOR shall communicate with Cincinnati and Washington Project SEARCH for technical assistance, data collection and other issues related to model integrity.
15. SUBCONTRACTOR shall submit Monthly Progress Reports for Program SEARCH with the billing invoice in order for payment to be rendered. If progress reports are not completed, or do not accompany the billing invoice, payment will be held for that month's services.
16. Recommendations for the student's termination in Program SEARCH or transfer into another program must be reviewed in consultation with the COUNTY, School Districts and others as appropriate. SUBCONTRACTOR will facilitate the development of a transition plan and schedule. The transition plan will be developed in consultation with the Student/Young Adult, Special Education Personnel and the Parent or Guardian and be enforced within 10 working days of SUBCONTRACTOR'S recommendation.
17. SUBCONTRACTOR shall submit a written staffing plan to COUNTY within 30 days of the effective date of this Agreement, and every two months thereafter or when reorganization occurs, which minimally includes: (a) SUBCONTRACTOR's plan to provide staff that are skilled in applying training techniques to enhance the work-related skills of program clients; (b) FTE levels, job descriptions and organization chart pertaining to program staff; and. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented training's upon request.
18. Within 30 days of the effective date of this Agreement, and at the end of the contract, the SUBCONTRACTOR will develop and submit to COUNTY a Program SEARCH Program operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations.
19. Within 30 days of the effective date of this Agreement, and at the end of the contract, SUBCONTRACTOR will develop and submit to COUNTY Individual Employment program financial reports reflecting the actual revenues received and expenses incurred compared to the projected program budget submitted per Section B.9.
20. The SUBCONTRACTOR will sponsor the surveying of the students/young adults, their families, and their support networks, the Hospital, the School Districts and any other interested party regarding customer satisfaction. The SUBCONTRACTOR will design Customer/Client survey forms.

**D. Performance Standards**

1. SUBCONTRACTOR shall provide Project SEARCH Program services that are referred for service by School Districts and have been authorized by the COUNTY to:
  - (a) Provide a Program Coordinator for up to 180 School Days and a Job Coach for up to 45 School Days to work with student/young adult with developmental disabilities on internship sites at Jefferson Healthcare or other host businesses.
  - (b) Develop and perform job analyses for three to four intern work site opportunities (each site having four student interns).
  - (c) Provide the Program Coordinator to assist with program organization, planning, travel training, education of the Project SEARCH curriculum and internship site planning.
  - (d) Provide Project SEARCH Program curriculum for students/young adults with developmental disabilities on a daily basis.
  - (e) Submit a Monthly Progress Report on each student in Project SEARCH to the Parent or Guardian, student, and Special Education Personnel
  - (f) Schedule a bi-monthly review meeting with guardians/parents, Special Education Personnel bi-monthly for each student to assess and evaluate the student's goals and objectives.
  - (g) Provide a Transition Portfolio for each student/young adult with developmental disabilities in the Program SEARCH Program that will incorporate the student's IEP goals and objectives.
  - (h) Guarantee that the internship sites teach marketable, competitive skills and transfer to open jobs in the community.
  - (i) Provide external job development in the community for Project SEARCH students utilizing the skills they developed through the internship sites.
  - (j) Schedule and participate in the monthly Partnership Committee with team members (Jefferson County DD, Jefferson Healthcare, and School Districts) to discuss and evaluate program progress, report outcomes, work toward continuous improvement.
  - (k) Assist with education and training to Jefferson Healthcare employees regarding supporting people with disabilities in the workplace.
  - (l) Submit Monthly Progress Reports for Program SEARCH with the billing invoice in order for payment

**E. Unit of Service**

1. One "HOUR" of direct service for the Program SEARCH Program is defined as a "HOUR" of direct service or ASSIGNED SERVICE RESPONSIBILITY to eligible students. A UNIT is defined as a "HOUR" which is direct service or ASSIGNED SERVICE RESPONSIBILITY, defined as program organization, planning, education, internship site planning, job analyses, job development, job coaching/training, travel training, education of the Project SEARCH curriculum and meeting participation and to be provided in a service month.
2. Between September 1, 2009 and June 30, 2010, One UNIT of direct service for the Program SEARCH Coordinator is \$25.00 an HOUR and is defined as one "HOUR" of direct service to eligible students with developmental disabilities and is \$20.00 an HOUR for the Project SEARCH Job Coach and is defined as one "HOUR" of direct service to eligible students with developmental disabilities.