



# JEFFERSON COUNTY PUBLIC HEALTH

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

July 19, 2011

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

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

**FROM:** Jean Baldwin, Director

**DATE:** September 19, 2011

**SUBJECT:** Agenda Item – Professional Services Agreement – Skookum Corp for Group Supported Employment; July 1, 2011 – June 30, 2012; \$19,200

#### STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Skookum Corp for Group Supported Employment; July 1, 2011 – June 30, 2012; \$19,200

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

This professional services agreement with Skookum for Group Supported Employment falls under Vocational Services as part of the Developmental Disabilities Agreement with DSHS. This agreement serves as part of an individual's pathway to jobs in a typical community employment and provides for supervised employment and training in an integrated community business or industry setting for adults with severe or profound developmental disabilities. Group Supported Employment Services are designed to meet specific needs of individuals based on personal preferences and individualized goals and outcomes. This will support program clients in Group Employment Services with the purpose of experiencing community job sites through mentoring, observations and/or onsite experience. Training will be arranged in order to teach clients concepts such as attendance, task completion, and problem solving for safety, with the goal to transition clients to Supported Employment services as soon as resources, support systems and technology are available to aid individuals to gain individual employment in the community. The agreement provides for services for training, support, and placement for up to three program clients striving for 20 hours per week.

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

The agreement provides for funding not to exceed \$19,200. The provider shall be compensated at the rate of \$40.00 per unit defined as 4 or more work hours, training or paid time off such as holiday, per client in a one 24-hour period. All funding for vocational services is through the Developmental Disabilities with DSHS and is identified in the budget.

**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement -- Skookum Corp for Group Supported Employment; July 1, 2011 - June 30, 2012; \$19,200

**REVIEWED BY:**

 8/4/11  
\_\_\_\_\_  
Philip Morley, County Administrator Date

(Routed to all Public Health Managers)

**SUBCONTRACT FOR PROFESSIONAL SERVICES AGREEMENT  
GROUP SUPPORTED EMPLOYMENT**

Between  
**JEFFERSON COUNTY PUBLIC HEALTH**  
And  
**SKOOKUM CORPORATION**

This agreement is made and entered into between Jefferson County Public Health (COUNTY) and Skookum Corporation (SUBCONTRACTOR) for provision of Supported Employment to persons with developmental disabilities in Jefferson County. The term of this agreement is July 1, 2011 through June 30, 2012. 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) Group Supported Employment Services - Evaluation, employment, training and supervision of adults with disabilities who are earning wages per Exhibit A - Statement of Work.
- (2) 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, to insure that and implement a process whereby 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. This background check must occur before employment begins.
- (3) SUBCONTRACTOR is required pursuant to RCW 74.15, to insure that and implement a process whereby 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.
- (4) SUBCONTRACTOR is required to repeat the W.S.P. Criminal Background 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, 5.02 Necessary Supplemental Accommodation (NSA), 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) SUBCONTRACTOR shall have written policies regarding; sexual harassment and non-discrimination (said policies must guarantee human/civil rights), abuse of participants, agency medication procedure, respectful staff-to-participant interactions, (i.e.: including a person's right to be treated with dignity and respect and free of abuse).
- (7) SUBCONTRACTOR shall assure that participants in accordance with Necessary Supplemental Accommodation (NSA), Policy 5.02, 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, shall assure that the participant's family, guardian or advocate is also informed.
- (8) SUBCONTRACTOR shall have a grievance policy that advises participants of grievance procedures and that the grievance policy is explained to participants and others in accordance with the NSA, DDD Policy 5.02. The grievance policy shall prohibit retaliation for using the grievance process and a non retaliation statement shall be included in the grievance policy. The grievance policy must also include a mediation process that encourages the use of advocates, DDD Case Resource Managers & others who are unaffected by the outcome.
- (9) SUBCONTRACTOR shall obtain and retain in the clients' files signed proof of client's and/or family's review of all policies, provider expectation and receipt of information about services and benefits to be provided by the program. The signed proof required by this section shall be reviewed and renewed with new documentation on not less than an annual basis.
- (10) SUBCONTRACTOR will encourage participant involvement in policy development.
- (11) SUBCONTRACTOR shall update Client Intake Forms every 6 months during the Client Review meeting.
- (12) SUBCONTRACTOR shall assure that potential conflict of interest real or apparent will not arise. Such a conflict will arise when: The employee, officer or agent, any member of immediate family, Guardian / decision maker, or an organization which employs, or is about to employ, any of the above, has financial or other interest in the client(s).
- (13) SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.
- (14) 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.
    4. COUNTY and its SUBCONTRACTORS are mandated reporters of abuse and neglect under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 RCW. If the COUNTY is notified by DSHS that a subcontractor staff member is cited or on the

registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.

- (15) 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) Employment Capacity: Business operations, exclusive of this agreement, sufficient to provide jobs for up to 2 Group Supported Employment program clients of at least 16 hours per week each (including paid holidays, sick leave, vacation, etc., as applicable) based on prevailing community wages & for 1 Group Supported Employment program client of at least 8 hours per week (including paid holidays, sick leave, vacation, ect., as applicable).
  - (b) 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.
  - (c) 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); conduct individual productivity studies; maintain appropriate client service records and progress reports; and track key program performance indicators.
  - (d) 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.
  - (e) 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.
  - (f) 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.
  - (g) Accreditation: SUBCONTRACTOR must be able to demonstrate conformance to Commission on Accreditation of Rehabilitation Facilities (CARF) standards for quality assurance and CARF accreditation.
- (16) All services for persons with developmental disabilities must be provided with attention to the health and safety of such persons. 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.
- (17) 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.

- (18) 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.
- (19) 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.
- (20) **AUDIT REQUIREMENTS.** Independent Audit/Review 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, DD Program within 6 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.
- (21) 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 SUBCONTRACTOR in writing of the potential non-compliance and an agreeable solution is reached within five (5) 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 five (5) working days of notification, when representatives of the COUNTY and the SUBCONTRACTOR shall meet to discuss areas of contention and attempt to resolve the issues.
- (c) **Written Summary:** Within five (5) working days of such official notification the COUNTY will provide the SUBCONTRACTOR 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 SUBCONTRACTOR 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.

- (22) 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 biannual summary progress toward meeting client goals.
- (23) SUBCONTRACTOR shall 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.
- (24) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.
- (25) 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.
- (26) SUBCONTRACTORS receiving reimbursement on a fee for service basis may be reimbursed, at the discretion of the COUNTY, for any temporary closure or substantial non-attendance necessitated by natural causes, disasters, State/COUNTY trainings such as the Ellensburg conference, or mechanical failure above and beyond the control of the Contactor. Federal XIX funds may not be used for this purpose.

#### C. REIMBURSEMENTS

- (1) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:
  - (a) Group Supported Employment: One UNIT of Group Supported Employment service is \$40.00 per UNIT. One UNIT is defined as one DAY of direct service to one eligible client. One DAY of direct service is defined as four (4) or more hours of paid productive work, paid on-the-job training, or paid time off (such as routine holiday, vacation and sick leave) in one 24-hour period.
  - (b) Units of direct service billed to the COUNTY, must not exceed working days in a month.
- (2) SUBCONTRACTOR will Bill COUNTY on a monthly basis, on or before the 5th day of the month, for units of service provided under this agreement during the preceding month. SUBCONTRACTOR will submit a Monthly DDD Services Report (ADSA) computer form 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 or for contractual non compliance issues.
- (4) Total reimbursements for the fiscal year of 2011-2012 to SUBCONTRACTOR by COUNTY under this contract shall not exceed \$19,200.00 in completion of these projects without express written amendment by both parties to this Agreement. This total reimbursement includes any amendment within the fiscal year of 2011-2012.
- (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.

- (2) The SUBCONTRACTOR's relation to the COUNTY shall be at all times as an independent Subcontractor, and any and 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, 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.
- (5) The SUBCONTRACTOR shall obtain and keep in force during the terms of the 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.
- (6) 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 distinct and valid 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.
- (7) It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Subcontractor.
- (8) 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.



- (9) 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.
- (10) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
- (11) 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 rights to require complete, certified copies of all required insurance policies at any time.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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
- (16) 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.
- (17) 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 negligence or breach of any of its obligations under this AGREEMENT of the SUBCONTRACTOR or its agents, representatives or employees, 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) 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.
- (18) 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.

- (19) 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 4.24.115 and was subject of mutual negotiation.
- (20) SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age or national origin.
- (21) 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 Department of Social and Health Services the 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.
- (22) 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 \_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
 John Austin, Chairman  
 Jefferson Board of COUNTY Commissioners

By: \_\_\_\_\_  
 Jeff DeIVEN, President  
 Skookum Contract Services

By: \_\_\_\_\_  
 Attest: Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

By: David Alvarado 8/5/2011  
 Jefferson County Deputy Prosecuting Attorney

## EXHIBIT A

### STATEMENT OF WORK GROUP SUPPORTED EMPLOYMENT SERVICES

#### I. WORK STATEMENT

SUBCONTRACTOR shall provide Group Supported Employment services as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis, pursuant to Section C., Reimbursements, of this contract.

#### II. PROGRAM DESCRIPTION

##### A. Goals

1. To provide work training and work opportunities for adults with severe or profound developmental disabilities whom, due to the severity of the disability and lack of resources, are not presently able to access other employment models.
2. To provide Group Supported Employment Services that are designed to meet specific needs of the individual based on personal preferences and individualized goals and outcomes.
3. To improve the cost-benefit of Group Supported Employment Services by increasing the average worker benefit ratio and compared to the average monthly cost per person.
4. To support individual program clients in Group Supported Employment Services to experience community job sites through mentoring, observation and/or on site experience at least four times a year.
5. To transition program clients to Supported Employment services as soon as resources, support systems, and/or technology are available or adequate to aid these individuals to obtain individual employment in the community.

##### B. Definitions

###### 1. Group Supported Employment Services are:

- training and supervision of adults with severe developmental disabilities who are involved in paid, productive employment at locations or in businesses that provide employment or training for individuals with disabilities;
- training, job modifications and job related support for persons with severe developmental disabilities to productively perform available work;
- supplemental training required in a job situation to develop skills required for new tasks and to enhance versatility; and
- a service provided for the most severely developmentally disabled adults until resources, support systems, and/or technology are available or adequate to aid these individuals to obtain competitive employment.

2. Employment is defined as paid productive work, paid on-the-job training, and paid time off (such as routine holiday, vacation and sick leave). Employment may be: full-time, average weekly work of 40 hours for an individual; part-time, average weekly work of 20 hours to 40 hours for an individual, or; other, average weekly work of less than 20 hours for an individual.

**C. Program Requirements**

1. SUBCONTRACTOR will provide Group Supported Employment services for up to 3 program clients who are authorized for service by DSHS/DDD and have been approved by COUNTY. SUBCONTRACTOR shall attempt to transition program clients to Individual Employment placements.
2. SUBCONTRACTOR will support Clients in an employment program to *work towards* a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should strive to average twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives will be based on his/her demonstrated need and acuity level.
3. In the event that SUBCONTRACTOR determines that Group Supported Employment Services are no longer appropriate for any client, SUBCONTRACTOR will notify the DDD Case Manager and the COUNTY of the basis for its determination and recommend that the client be terminated from service and/or authorized for an alternative service. SUBCONTRACTOR will provide written documentation of the reason(s) for its recommendation, which may include:
  - (a) Client is working at a level of productivity that no longer requires continuous training;
    - (1) Health and safety considerations;
    - (2) Client no longer desires employment, the available employment option(s) or the program services.
    - (3) Client desires a community job placement.
  - (b) Recommendations for termination or transfer will be reviewed by DDD Case Manager and COUNTY as appropriate. DDD Case Manager will notify SUBCONTRACTOR of its decision to support SUBCONTRACTOR'S recommendation. If approved, COUNTY will work with SUBCONTRACTOR to facilitate the development of a transition plan and schedule. The transition plan will be developed in consultation with the client, DDD case management, SUBCONTRACTOR, family members and other service providers as applicable.
4. Client wages shall be commensurate with local compensation rates. Wages based on productivity shall be measured against the established norm, as determined through applicable Federal Department of Labor Standards, and documentation must include each client's rate of production and earnings. Individual productivity rates shall be reassessed as required by the Department of Labor.
5. SUBCONTRACTOR shall provide a Vocational Client Plan delineating individual skills experiences, preferences, strengths, support needs, skills and goals and objectives, within 30 days of the beginning of services for the client in order to promote Community Employment.

6. SUBCONTRACTOR must ensure that that documentation and data collected or training reflects the Vocational Plan, the documentation shows how it has identified and addressed support needs of each participant by demonstrating methods for providing services based on individual needs are outlined in a Client's Vocational Plan.
7. SUBCONTRACTOR must ensure that Job coaching and supervision of program clients will be based on goals established in a Vocational Client Plan. Client goals, training provided and progress toward meeting goals shall be documented in each client record.
8. SUBCONTRACTOR will submit to the COUNTY and DDD Case Management Semi-Annual Progress Reports on each Client, indicating the fulfillment of the commitments made concerning the Vocational Client Plan and Outcomes. The frequency of the report for this contractual period will be one every six (6) months after the initial plan, July through December 2011 with the report due on January 2nd of 2012, the second due date will be January thru June 2012, due July 1<sup>st</sup> 2012.
9. The Semi-Annual Progress Reports will show Vocational Client goals, training provided and a written synopsis showing progress toward meeting objectives or a description of the reasons for any shortfall concerning the outcomes and proposed actions for correction.
10. SUBCONTRACTOR shall schedule a review meeting every 6 months for all program participants. The review shall include an assessment of the need for continued Group Employment Services and an evaluation and update of the Vocational Client Plan's goals and objectives.
11. Subsequent to review meetings, the SUBCONTRACTOR will submit a copy of the updated Semi-Annual Progress Reports to the Client, the DDD case manager, the COUNTY Coordinator and Residential Support Staff, Parent or Guardian.
12. SUBCONTRACTOR shall document time studies and competitive bidding procedures with regard to all third party contracts that provide funding for employment of program clients.
13. SUBCONTRACTOR must ensure that: every Client file has a copy of DDD Client authorization and referral (CSA), that a copy of the participant's Individual Habilitation Plan (ICF/MR), Individual Service Plan, Plan of Care and/or Individual Support Plan (HCBS Waivers) and/or the COUNTY authorization/individual service agreement plan as applicable is in the Client file.
14. SUBCONTRACTOR must ensure that: all Incident Reports are retained in Client files, they have a policy to retain records at least 5 years, emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each participant on the face sheet of the Client file, that the emergency and contact information is updated yearly or when needed and that services are provided in a natural or integrated environment or there is a goal to achieve that.
15. Worker wages shall be commensurate with the local industry accepted norms and comply with applicable Federal Department of Labor standards.
16. Recommendations for program participant's termination in Group Employment or transfer to another Individual Employment agency must be authorized the DDD Case Manager, and will be reviewed in consultation with the Client, the COUNTY 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 client, DDD case management, COUNTY, family members and other service providers as applicable and within 10 working days of SUBCONTRACTOR'S recommendation.
17. SUBCONTRACTOR must ensure there is a legal requirement and a clear delineation for staff qualifications and proof of background criminal history clearance in accordance with RCW 43.43.830-845 and RCW 74.15-030 on all staff.

18. SUBCONTRACTOR shall submit a written staffing plan to COUNTY for approval or disapproval within 30 days of the effective date of this agreement, semi-annually thereafter or when reorganization occurs, which minimally includes: (a) SUBCONTRACTOR's procedure to train new direct service staff, training must include all skills listed in Staff Hours/Phases (b) 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. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented training's upon request.
19. SUBCONTRACTOR's shall submit a written plan to enhance staff skills through participation in at least 48 hours of annual training's, in-services, and/or workshop opportunities that are relevant to personnel working directly with program clients.
20. COUNTY needs to review the Training Plan for new & old Staff that includes all Policies & Competencies, referenced above & RCW's & WAC's referenced on page 1 & 2 of the County Contract under Section B. Obligations, agency policies & procedures, how to instruct/teach Clients & documentation, (creating Client vocational goals/objectives, Person Centered Plans, data collection, daily/weekly notes & 6 month reports), Client Plans for all Program Staff and have signed documentation that Staff training took place within the timelines listed below in the Staff Training/Qualifications List.
21. SUBCONTRACTOR must assure that new staff are informed specifically of all agency policies/procedures and have documentation that assures all direct service staff 18 years of age or older are trained in the following DDD Policies Prior to Working with Clients: ADA training, APS Reporting Requirements, Client confidentiality, Current individual instruction and Action Steps/Vocational Plans for each Client with whom the employee works, DDD Policy 4.11 Working Age Adult (adult services only), DDD Policy 5.06, Client Rights, DDD Policy 5.13, Protection from Abuse: Mandatory Reporting, DDD Policy 12.01 Incident Management.
22. SUBCONTRACTOR must ensure that new direct service staff demonstrate the following competencies:
  - 1) Values that support the abilities of individuals
  - 2) Effective Communication – The ability to effectively listen and to make ones self understood
  - 3) Planning methods
  - 4) Crisis Prevention and Intervention
23. Within one month of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Overview of DDD Policies including: DDD Policy 3.01 Service Plans, DDD Policy 5.03 Client Complaints, DDD Policy 5.17 Physical Intervention Techniques, DDD Policy 15.03 Community Protection Standards for Employment/Day Programs and all reporting requirements related to these DDD Policies.
24. Within six months of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Program skill development, DDD Policy 5.02 Necessary Supplemental Accommodation, DDD Policy 5.14 Positive Behavior Support, DDD Policy 5.15 Use of Restrictive Procedures, DDD Policy 9.07 HIV and AIDS and Program Skill Development.
25. The SUBCONTRACTOR will on an annual basis sponsor the surveying of participants, their families, and their support networks and employers regarding customer satisfaction. The SUBCONTRACTOR will design Customer/Client survey forms.
26. Within 30 days of the effective date of this agreement, and semi-annually thereafter, SUBCONTRACTOR will develop and submit to COUNTY a program operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations.

27. Semi-annually, SUBCONTRACTOR will develop and submit to COUNTY, program financial reports reflecting the actual revenues received and expenses incurred compared to the projected program budget submitted.

28. The SUBCONTRACTOR will on an annual basis sponsor the surveying of participants, their families, and their support networks and employers regarding customer satisfaction. The SUBCONTRACTOR will design Customer/Client survey forms.

**D. Performance Standards**

1. The average worker wage per month will not fall below minimum wage.

2. SUBCONTRACTOR will provide sufficient income producing work to challenge the productivity of workers and result in at least 4 hours of paid production per day per eligible client.

3. SUBCONTRACTOR shall access appropriate jobs and provide sufficient training to result in an increase in average monthly earnings from one six-month period to the next through productivity improvements and/or increased hours.

4. SUBCONTRACTOR will create individual client goals and provide sufficient instruction that result in an improvement in the program client's vocational abilities, social and behavioral issues from one six-month period to the next.

5. Workers will have variety in the work they perform and will learn behaviors and skills typical of those required for employment in an individual job in the community.

**E. Group Supported Employment Unit of Service**

1. One UNIT of Group Supported Employment service is \$40.00. One UNIT is defined as one DAY of direct service to one eligible client.

2. One DAY of direct service is defined as four (4) or more hours of paid productive work, paid on-the-job training, or paid time off (such as routine holiday, vacation and sick leave) in one 24-hour period.