



JEFFERSON COUNTY PUBLIC HEALTH

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

July 25, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
 Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: September 26, 2011

SUBJECT: Agenda Item – Professional Services Agreement – Concerned Citizens for Individual Employment and Persons to Persons Services; July 1, 2011 – June 30, 2012; \$38,887

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, is requesting Board approval of the Professional Services Agreement – Concerned Citizens for Individual Employment and Persons to Persons Services; July 1, 2011 – June 30, 2012; \$38,887

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

This agreement provides for the placement of clients with developmental disabilities into traditional employment settings at work sites or in job training, in the community. This contract will also provide a Pathway to Employment Plan, which centers around a personal discovery process related to skills, capabilities and goals and assistance with employment vendor selection. The placement may also include vocational counseling and job analysis to assist in identification of work objectives and the job process, locating a suitable community job for the worker; initial placement and post hire training of the employee, employer, and or co-workers at the employment site, job restructuring and work site modifications; supporting the worker, employer, and other interested persons to develop natural workplace supports to ensure stability on the job; and to assist the worker in obtaining other services as necessary for continued employment. Follow along services are included which provide for a safety net service of support, counseling, job analysis, and supported training to the worker, employer, and other interested parties (parents, unions etc). Through Community Information and Education, Concerned Citizens staff will work with Jefferson County People First Chapter to broaden membership, provide training in self-determination and self-advocacy and coordinate with other members of People First Chapter of Younger Adults to develop a media/public education and outreach plan.

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

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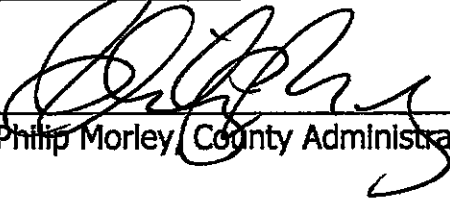
FISCAL IMPACT/COST BENEFIT ANALYSIS:


This professional services agreement is covered in the DDD through DSHS, under Vocational Services. The budget reflects revenue and expense for this vendor.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Concerned Citizens for Individual Employment and Persons to Persons Services; July 1, 2011 – June 30, 2012; \$~~38,887~~

REVIEWED BY:


Philip Morley, County Administrator


Date

(Routed to all Public Health Managers)

PROFESSIONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY PUBLIC HEALTH

And

CONCERNED CITIZENS

INDIVIDUAL EMPLOYMENT And PERSON TO PERSON SERVICES

This agreement is made and entered into between Jefferson COUNTY Public Health (COUNTY) and Concerned Citizens of Forks (SUBCONTRACTOR) for provision of Individual Supported Employment to Persons with Developmental Disabilities in Jefferson COUNTY. The term of this agreement is July 1, 2011 through June 30, 2012. Either party upon 60 days written notice may terminate this Contract. 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) **Individual Employment/ Person to Person Services** – Pathway to Employment Plan facilitation, a discovery process, detailed action steps/timelines that will serve as a transition tool towards the advancement of the individual's pathway as an aid in the implementation of matching program Clients to appropriate employment services in the community, vocational evaluation, job finding and development, job placement/replacement in community settings, worksite job training, and development of natural supports, and follow-along per Exhibit A – Statement of Work.
- (2) **Community Information and Education**-working with the People First Chapter of Jefferson COUNTY per Exhibit A – Statement of Work.
- (3) 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 or RCW 34.05 require 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 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 agency 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) 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: SUBCONTRACTOR has 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.
- (16) 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.
- (17) The Agency shall report any injury or accident, which requires more than simple first aid, and any extraordinary incident that requires intervention by the Agency, 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 Agency 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) 385-9401 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) Within 30 days of the effective date of this agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide 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.
- (19) 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.
- (20) AUDIT REQUIREMENTS. Independent Audits 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 Department 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, by which the COUNTY and the SUBCONTRACTOR mutually agree.
 - (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 one (1) copy 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) 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.
- (22) 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.
- (23) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.
- (24) 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.

- (25) If the Developmental Disabilities Program Coordinator finds indications of potential non-compliance during the contract monitoring process or learns that the SUBCONTRACTOR 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.

C. REIMBURSEMENTS

- (1) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:
- (a) Individual Employment/Person to Person Services: SUBCONTRACTOR will be paid \$68.00 per unit assigned Service Responsibility of regular Program Service, as defined in Exhibit A, Statement of Work. Community Information and Education Services: SUBCONTRACTOR will be paid designated amount per payment points for Community Information and Education Services as defined in Exhibit A, Statement of Work.
- (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) 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.
- (4) Total reimbursements for the fiscal year of 2011-2012 to SUBCONTRACTOR by COUNTY under this contract shall not exceed \$38,887.00 in completion of these services without express written amendment signed 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. 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 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.
- (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.

- (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 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.
- (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 COUNTY Board of Commissioners

By: Linda Middleton
Linda Middleton, Executive Director
Concerned Citizens of Forks

By: _____
Attest, Deputy Clerk of the Board

APPROVED AS TO FORM ONLY: 8/5/2011
By: David Ahrens
Jefferson County Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK

CONCERNED CITIZENS

INDIVIDUAL EMPLOYMENT/PERSON-TO-PERSON

I. WORK STATEMENT

SUBCONTRACTOR shall provide Individual Employment and Person-to-Person Services for program clients; they will provide support for individuals with developmental disabilities in order to enhance their ability to make informed choices and to realize their full potential and Community Information and Education Services as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis, pursuant to Section C., Program Requirements/Reimbursements, of this contract.

II. PROGRAM DESCRIPTION

A. Program Goals:

1. To support and strengthen Concerned Citizen's capacity to provide quality, cost effective individual supported Employment services.
2. To assure that businesses employing individuals with developmental disabilities in Jefferson COUNTY will meet the Employment Quality Indicators from the COUNTY Guidelines as adopted by the D.D. Advisory Board.
3. To provide employment services that are designed to meet specific needs of individuals based on personal preferences and individualized goals and outcomes.
4. To provide appropriate job matching and necessary vocational support services to assure that program Clients placed in individual community jobs maintain continuous employment for at least one year.
5. To provide Pathway to Employment Plan facilitation, a discovery process, detailed action steps/timelines that will serve as a transition tool towards the advancement of the individual's pathway and as an aid in the implementation of matching program Clients to appropriate employment services in the community.
6. To work with the Jefferson COUNTY People First Chapter to:
 - Broaden membership through outreach efforts
 - Provide training in self-determination, self-advocacy, and other skills as requested by the People First Chapter of Older Adults
 - Coordinate with the People First Chapter from other COUNTY Chapters within the State
 - Develop and implement the goals and objectives of the People First work plan
 - Coordinate with members of the People First Chapter of Younger to develop a sustainability plan

B. Definitions

1. Individual Employment is:
 - an individual job in the community where a traditional employer/employee relationship exists (i.e. person is hired, paid and supervised by the employer);

- 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);
 - for those who have not traditionally held competitive jobs or who have had interrupted or intermittent employment as a result of a severe disability;
 - for people with severe disabilities who need intensive and/or extended support services to perform work in the community.
2. Placement is defined as employment in a first job or in multiple jobs arranged by SUBCONTRACTOR for 90 calendar days. Placements may be: full-time, average weekly work totaling 40 hours or more; or part-time, average weekly work totaling 6 hours to 20 hours.
 3. Replacement is defined as being assisted by the same SUBCONTRACTOR in any subsequent employment (second, third, fourth job, etc.) for 90 calendar days. Employment may be full-time, part-time or other as defined in B.2 above.
 4. Placement and Replacement Services may include: vocational counseling and job analysis to assist in the identification of work objectives and the job match process; job development, locating a suitable community job for the worker; initial placement and post-hire training of the supported employee, employer and/or coworkers at the employment site; job restructuring and worksite modifications; supporting the worker, employer and other interested persons (parents, unions, other employees, etc.) to develop natural workplace supports and ensure stability on the job; assisting the worker to obtain other services necessary for continued employment; feedback to the worker, COUNTY and to DDD Field Services regarding progress and/or problems.
 5. Follow-along Services begin at the time of placement or replacement and may include: visiting with the worker, the employer and other interested parties (parents, unions, etc.) to insure stability on the job; providing feedback to the worker, COUNTY and to DDD Field Services regarding progress and/or problems; counseling the worker and his/her family on vocational issues.
 6. Person to Person Services are:
The development of a Pathway to Employment Plan that will serve as a transition tool towards the advancement of the individual's pathway and as an aid in the implementation of matching program clients to appropriate employment services in the community.
 7. Planning is defined as facilitating the development of a Pathway to Employment Plan, delineating individual vocational skills experiences, preferences, strengths, support needs, skills, goals and objectives, education on system navigation and the Discovery Process related to vocational skills and capabilities.
 8. Implementation of the Action Steps that detail tasks timelines and entities responsible for leading to the community employment will reflect that 75% of the direct service hours with the client will be at employment sites in the community.
 9. Community Information and Education Services are: coordinating local People First meetings in Jefferson COUNTY. Providing training in self-determination, self-advocacy, and other skills as requested by the People First Chapter. Develop a sustainability plan.

C. Program Requirements/Reimbursements

1. If SUBCONTRACTOR is selected as the Client's provider, SUBCONTRACTOR shall provide a Pathway to Employment Plan for Clients in Person to Person Services delineating individual skills experiences, preferences, strengths, support needs, skills and goals and objectives, within 30 to 60 days of the beginning of services for the Client in order to promote Individual Employment. Pathways to Employment Planning services shall include a personal discovery process related to

skills, capabilities and goals, education on system navigation, facilitated plan development, action steps detailing steps, timelines and entities responsible for the accomplishment of tasks leading to employment and the implementation of vocational services.

2. If SUBCONTRACTOR fails to provide the minimum number of monthly service hours in Person to Person for the Client, the COUNTY will advise the Client, Parent/Guardian and/or Residential Provider the minimum and maximum number of hours the Client should be receiving and the option of choosing another Employment Provider.
3. The Action Steps of the Pathway to Employment Plan will be reviewed by the chosen Employment Provider every 6 months, (sooner if needed) in order to assess if it is continuing to meet the individual's goals for their pathway to employment.
4. The Action Steps of the Pathway to Employment Plan will reflect that 75% of the direct service hours with the client will be at employment sites in the community. The focus will be on real work experience in a community setting delineating individual skills, experiences, preferences, strengths, support needs and vocational interests.
5. If clients in Individual Employment or Person-to-Person have not obtained paid employment within six (6) months the COUNTY will assure the following steps are taken.
 - a. Review of the progress towards employment goals;
 - b. Consultation with the family/client; and
 - c. Development of additional strategies with the family/client, COUNTY staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional/new strategies will be documented for each client and kept in the client's file(s).
6. If, after nine (9) months the client remains unemployed, an additional review will be conducted & the provider will address the steps outlined in the previous six month progress. The client may request to participate in Community Access activities or the client can choose to remain in an employment program.
7. SUBCONTRACTOR will submit to the Client, COUNTY, DDD Case Management, Residential Provider, Parent/Guardian Semi-Annual Progress Reports on each Client. 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, January thru June 2012, due July 1st 2012. The Semi-Annual Progress Reports shall demonstrate the implementation strategy and how the individual is progressing on their Pathway to Employment; indicating the fulfillment of the commitments made concerning the Action Steps of the Pathway to Employment Plan and it shall describe the reasons for any shortfall concerning the action steps and proposed steps for correction. These Reports will enable Case Management to support the need for continuing to authorize Person to Person services and will support the COUNTY to validate continued funding.
8. SUBCONTRACTOR shall schedule a review meeting every 6 months for all program Clients. The review meeting shall include an assessment/evaluation of the Action Steps of the Pathway to Employment Plan (goals and objectives). The Action Steps of the Pathway to Employment Plan will be updated every 6 months for all program Clients.
9. SUBCONTRACTOR shall provide a Vocational Client Plan for clients in Individual Employment 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 Individual Employment. 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.
10. SUBCONTRACTOR will submit Semi-Annual Progress Reports & updated Action Steps on each Client to the COUNTY for feedback and approval. Disregarding or lack of follow through on this step will hold up monthly billing and continued authorization for funding.
 11. 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 1st 2012.
 12. SUBCONTRACTOR will submit a copy of the updated Action Steps of the Pathway to Employment Plan and progress reports to the Client, the DDD case manager, the COUNTY Coordinator and Residential Support Staff, Parent or Guardian.
 13. 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.
 14. SUBCONTRACTOR shall schedule a review meeting every 6 months for all program clients. The review meeting shall include an assessment/evaluation of the Vocational Client Plan's goals and objectives. The Vocational Client Plan will be updated every 6 months for all program clients.
 15. SUBCONTRACTOR will submit a copy of the updated Vocational Client Plan and progress reports to the Client, the DDD case manager, the COUNTY Coordinator and Residential Support Staff, Parent or Guardian.
 16. 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.
 17. SUBCONTRACTOR must ensure that: Client Goals and Objectives are based on a Person Centered Plan/Action Steps or a Vocational Plan, that documentation and data collected or training reflects the Action Steps or the Vocational Plan and 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 Person Centered Plan/Action Steps or a Vocational Plan and has documentation of six month progress reports; that include Client Goals/Action Steps and a summary of progress meeting those goals and objectives every 6 months.
 18. 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.
 19. 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.
 20. Worker wages shall be commensurate with the local industry accepted norms and comply with applicable Federal Department of Labor standards.

21. Recommendations for program participant's termination in Individual Employment or transfer into another Individual Employment agency must be authorized by the DDD Case Manager, and will be reviewed in consultation with 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.
22. 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.
23. 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, (see Section C-Number 26-29), (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.
24. 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 in Individual Employment/Person to Person.
25. 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.
26. 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.
27. 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
28. *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.
29. *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.

30. Within 30 days of the effective date of this agreement, and semi-annually thereafter, SUBCONTRACTOR will develop and submit to COUNTY an Individual Employment program operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations.
31. Semi-annually, 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.
32. 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.
33. Reimbursement for Community Information and Education services will be provided at the completion of the following payment points:
 - A. The People First Advisor will coordinate and support up to twenty (20) local People First meetings in Jefferson County. The purpose of these meetings is to broaden membership through outreach efforts aimed at future members, provide training in self-determination, self-advocacy, mentoring and other skills as requested by the Chapter, develop and implement the goals and objectives of a People First Work Plan, coordinate with the State People First Chapter and other County Chapters within Jefferson County and the State.

A minimum of four (4) individuals with disabilities must be in attendance in order to bill for any meeting at \$150 per meeting. Payment includes mileage.

Payment Point and Documentation:	<u>\$3000</u>	<u>2011-2012</u>
	\$3000	TOTAL

A separate (minimum of one page) report to contain minutes of each local People First meeting that includes date, time and length of meeting, location of meeting, topics discussed and any decisions made. Sign-in sheet of attendees.

- B. People First Advisor will work with members of the People First Group to provide outreach, & education at a Jefferson County Event. \$150 a day for at least 3 hours of time, or \$300 a day for at least 6 hours of time. Up to 4 long events.

Payment Point and Documentation:	<u>\$1200</u>	<u>2011-2012</u>
	\$1200	TOTAL

A separate (minimum of one page) report about the Jefferson County Event must include date, time, and length, result of the event and a sign-in sheet of volunteers/attendees.

- C. People First Advisor will create a Sustainability Plan that will include the following:
 - > Commitment from Agency to fund Jefferson County People First after June 30 2012
 - > Availability of Grants to fund People First Activities
 - > Explore the availability & commitment of Volunteer Advisors to support P.1st Activities
 - > Create Education/Training Plan for Volunteer Advisors

May bill at \$30.00 an hour for up to 30 hours of time with Sustainability Plan.

Payment Point and Documentation:	<u>\$900</u>	<u>2011-2012</u>
	\$900	TOTAL

Submit one invoice that includes date & hours of time spent. Invoice should include a copy of the Sustainability Plan.

D. Performance Standards

1. SUBCONTRACTOR shall provide Individual Employment services that are referred for service by DSHS/DDD and have been authorized by the COUNTY.
 - (a) Job development, job coaching, follow-along and replacement services as necessary for Individual Employment clients.
2. SUBCONTRACTOR shall provide Person to Person services that are referred for service by DSHS/DDD and have been authorized by the COUNTY.
 - (a) Person-Centered Pathway to Employment Plan, Action Steps detailing steps, timelines and entities responsible for the accomplishment of tasks leading to employment.
 - (b) Provide the minimum number of monthly service hours in Person to Person for the Client.
 - (c) Implement Action Steps that affirm 75% of the direct service hours with the client will be at employment sites in the community
3. SUBCONTRACTOR shall provide Community Information and Education Services.
 - (a) The COUNTY will only pay for services that meet the designated payment points.
 - (b) The COUNTY will discontinue financial support for People First Activities, if the funding is required for direct services for clients with developmental disabilities in Jefferson COUNTY.

E. Individual Employment/Person to Person/Community Information and Education Unit of Service

1. One UNIT of Individual Employment/Person-to-Person service is defined as one (1) "HOUR" of direct service or assigned service responsibility to one eligible Client. An "HOUR" is defined as 50 minutes of direct service or ASSIGNED SERVICE RESPONSIBILITY; which is defined as placement, replacement and follow-along services available to be provided in a service month.
2. One UNIT of Community Information and Education Services is defined as one (1) "SERVICE" or ASSIGNED SERVICE RESPONSIBILITY which is defined as a designated payment point in a service month.
3. One UNIT of Individual Employment/Person to Person service is \$68.00 and is defined as one "HOUR" of direct service to one eligible client. One UNIT of Community Information and Education Services is a designated payment point and is defined as one "SERVICE".