



JEFFERSON COUNTY PUBLIC HEALTH

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

Consent Agenda

July 5, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: August 5, 2013

SUBJECT: Agenda Item – Professional Services Agreement with Concerned Citizens for Community Access; July 1, 2013 – June 30, 2014; \$20,196.

STATEMENT OF ISSUE:

Jefferson County Public Health, Developmental Disabilities Division, requests Board approval of the Professional Services Agreement with Concerned Citizens for Community Access; July 1, 2013 – June 30, 2014; \$20,196

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

Community Access services are designed for people with developmental disabilities who have retired or are in post employment and need assistance to address services in the community. Services provided in this contract will assist individuals with participation in activities, events, and organizations and/or to volunteer in the local community in ways similar to others of retirement age. Community Access services provide special assistance, advocacy, individualized education, and activities with the goal of providing options in order to experience opportunities that increase socialization, support systems, and personal independence through community, social, recreational, commercial, and or volunteer activities. This agreement provides for up to four program clients.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The provider shall be compensated at the rate of \$30.00 per unit as defined as one or more hour of direct service or assigned service responsibility to one eligible client. The budget reflects revenue and expense for this vendor. The agreement is a subcontract funded through the biennial agreement with the DSHS Department of Developmental Disabilities contract.

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


PUBLIC HEALTH
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RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement with Concerned Citizens for Community Access; July 1, 2013 – June 30, 2014; \$20,196

REVIEWED BY:



Philip Morley, County Administrator

7/9/13

Date

(Routed to all Public Health Managers)

SUBCONTRACT FOR PROFESSIONAL SERVICES
COMMUNITY ACCESS SERVICES
Agreement Between
JEFFERSON COUNTY PUBLIC HEALTH
And
CONCERNED CITIZENS

This agreement is made and entered into between Jefferson COUNTY Public Health (COUNTY) and Concerned Citizens (SUBCONTRACTOR) for provision of Community Access Services to persons with developmental disabilities in Jefferson County. The term of this agreement is July 1, 2013 through June 30, 2014. 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) Community Access Services - Opportunities to build relationships, to contribute and to feel a sense of belonging to the community, to access generic resources with peers without disabilities and volunteer opportunities in order to enhance versatility, individualized education/self-advocacy skill development necessary for new tasks in order to address growth and interaction needs of eligible persons 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, 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 for Staff 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 in accordance with RCW 43.43.830-845 and RCW 74.15.030.
- (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 Developmental Disabilities Administration Services Rules; 296-24 General Safety & Health, 296-62 General Occupational Health Standards; the DDA 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, 6.08 Mandatory Reporting Requirements for Employment and Day Program Services Providers, 6.13 Employment/Day Program Provider Qualifications, 9.07 Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), 12.01 Incident Management, 13.04 DRW Access Agreement and the 1992 County Guidelines.

- (6) SUBCONTRACTOR shall have written policies regarding; sexual harassment and non-discrimination (said policies must guarantee human/civil rights), a person's right to privacy, safeguarding personal information 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:
 - negotiates conflicts and advises participants of grievance procedures,
 - is explained to participants and others in accordance with the NSA, DDA Policy 5.02,
 - prohibits retaliation for using the grievance process,
 - includes a non retaliation statement,
 - assure that advocates are available and encourages participants to bring advocates to help negotiate,
 - includes a mediation process that promotes the use of someone who is unaffected by the outcome if conflicts, remain unresolved (a DDA Case Resource Manager may be included as an alternative option) &
 - includes a process for tracking and reporting grievances.
- (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) 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.
- (15) Incidents involving injury, health or safety issues are immediately reported to DDA Central Office and the County (reference DDA Policy 6.08, *Mandatory Reporting Requirements for Employment and Day Program Services Providers*). DDA Criteria for an Evaluation System Page 3 of 6 July 1, 2012.
- (16) Incident reports are tracked and analyzed for potential trends and patterns.

- (17) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.
- (18) 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 DDA 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 SUBCONTRACTOR 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 DDA for final approval. DDA 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, *Abuse of Vulnerable Adults* (1), and must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 RCW, *Abuse of Children*. 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.
- (19) 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) Accreditation: SUBCONTRACTOR must be able to demonstrate conformance to Commission on Accreditation of Rehabilitation Facilities (CARF) standards for quality assurance and CARF accreditation.
 - (b) Confidentiality: The SUBCONTRACTOR shall protect and maintain all Confidential Information gained by reason of the Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the County to employ reasonable security measures, which includes restricting access to Confidential Information by:
 - (1) Allowing access to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically securing any computers, documents, or other media containing Confidential Information.
 - (3) When transporting six (6) to one hundred forty nine (149) records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
 - (a) Using a trusted System.
 - (b) Encrypt the Confidential Information, including:

- (i) Email and/or email attachments
 - (ii) Confidential information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (c) Send Paper documents containing Confidential Information via Trusted System.
 - (1) To the extent allowed by law, at the end of the Program Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
 - (2) Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifics that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
 - (3) The compromise or potential compromise of Confidential Information must be reported to the COUNTY within five (5) business days of discovery of breaches of less than 500 person's protected data. The parties must take actions to mitigate the risk and loss and comply with any notification or other requirements imposed by law.
 - (d) Equal Access: SUBCONTRACTOR will assure equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, *Limited English Proficient (LEP) Clients*).
 - (e) Financial and Program Management: An administrative/organizational structure that clearly defines responsibilities. 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) 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.
 - (g) 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.
 - (h) 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.
 - (i) Qualified Staff: SUBCONTRACTOR will provide 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 assure that all direct service staff are trained and that training is documented. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications upon request.
 - (j) Safety: SUBCONTRACTOR will provide evidence that it employs safety protection based on the environment that the participant is working or receiving services in.
- (20) SUBCONTRACTOR shall provide a Community Access Individual Program Plan and/or Person Centered planning/profiles delineating individual skills and needs within 30 days of the beginning of services on all program clients. The SUBCONTRACTOR shall use the new Community Access Plan Report Form, (see Attachment A) for Individual Program Plans.
- (21) The Community Access Report Plans will include:
1. Information that identifies and addresses the individualized goal and support needs for each participant.
 2. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team).
 3. Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any.
 4. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members.
 5. Plans will be reviewed and signed annually.

- (22) The Community Access Report Plans will also include the information listed below:
- a) Current date; Time line for the Plan
 - b) Client's name first and last;
 - c) Client ADSA ID;
 - d) The client's skills, gifts, interests, and preferred activities.
 - e) The Community Access goal. The goal need to relate to one or more of the following (per the County Guidelines):
 - f) Identify integrated community places where the individual's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
 - g) Identify clubs, associations, and organizations where the individual can be a member and have decision-making capacities.
 - h) Identify opportunities where the individual can contribute to the community doing new and interesting things or things the individual enjoys.
 - i) Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.
 - j) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & advocacy);
 - k) Measurable strategies (action steps and supports) to meet the goal.
 - l) Identification of persons and/or entities available to assist the individual in reaching his or her long-term goal.
 - m) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.
- (23) Six month progress reports describing the progress made towards achieving client's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.
- (24) 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/DDA 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 360-385-9401 or by mail to Jefferson COUNTY Public Health 615 Sheridan Port Townsend, WA 98368.
 3. Serious and emergent incidents shall be handled in accordance with DSHS/DDA Policy 12.01 Incident Management.
- (25) 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.
- (26) 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 this biennium to assure compliance with the DDA State Work Order.
- (27) AUDIT REQUIREMENTS. Independent Audit will be submitted annually to the Jefferson COUNTY DD COUNTY Coordinator in the following manner:

The SUBCONTRACTOR shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transactions and reports of the Subcontractor. Copies of the audit and management letter shall be submitted to the Jefferson COUNTY Public Health 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, which the COUNTY and the Subcontractor mutually agreed 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 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.
- (28) If the Developmental Disabilities Program Coordinator finds indications of potential non-compliance during the contract monitoring process or learns that the Contractor is out of compliance with any of the terms or conditions of this contract, the following process will be pursued:
- (a) Informal Notification: Informal process wherein the COUNTY Coordinator alerts the Contractor in writing of the potential non-compliance and an agreeable solution is reached within ten (10) days.
 - (b) Official Notification: If the informal notification does not result in resolution, the official notification of possible non-compliance to establish a date, within ten (10) working days of notification, when representatives of the COUNTY and the Contractor shall meet to discuss areas of contention and attempt to resolve the issues.
 - (c) Written Summary: within ten (10) working days of such official notification, the COUNTY will provide the Contractor a written summary of the areas of non-compliance by certified mail. Notice shall be sent to the address identified in the Agreement.
 - (d) Discussion: Within twenty (20) days of the date of the written summary, a discussion between COUNTY and Contractor shall be conducted to resolve areas of non-compliance or potential non-compliance.
 - (e) Should the above procedures fail to resolve the compliance issue, the parties will obtain the services of the Peninsula Dispute Resolution Center, or another agreed upon resource, and shall share equally in any retainer fees or other costs of services. If no agreement is reached, the mediator's decision in the matter will be binding on all parties, except that in no event will the COUNTY honor a financial determination that is greater than the funds allowed the scope of this Agreement.
- (29) For five years following the end date of this agreement, SUBCONTRACTOR will maintain Client records and books, records, documents, reports and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect expenditures of funds provided under this agreement. Client records shall minimally include statement of Client goals, documentation of training provided, training hours, routine progress notes and semi-annual summary progress toward meeting Client goals.
- (30) SUBCONTRACTOR will provide COUNTY with Adult Community Access Plans (or Person Centered Plan/Profile), client goals and a summary of progress towards meeting those goals on a bi-annual basis.

- (31) 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.
- (32) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.
- (33) SUBCONTRACTOR agrees to assign to COUNTY its Medicaid Billing Rights for services to Clients eligible under Title XIX programs. Written documentation shall be available to COUNTY on request. If SUBCONTRACTOR contracts directly with DSHS to provide covered services under Title XIX, COUNTY agrees that funding intended for those Clients shall be excluded from this agreement. If SUBCONTRACTOR contracts directly with Social Security to provide covered services under a PASS/IRWE, COUNTY agrees that funding intended for those Clients shall be excluded from this agreement.

C. REIMBURSEMENTS

- (1) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR **\$30.00** per unit of service, 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 DDA 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 2013-2014 to SUBCONTRACTOR by COUNTY under this contract shall not exceed **\$20,196.00** 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 2013-2014.

D. MISCELLANEOUS

- (1) Pursuant to WAC 275, DSHS Developmental Disabilities Administration (DDA) shall determine individual eligibility of persons for services delivered under this agreement. DDA shall notify COUNTY of persons authorized for services reimbursed under this agreement. Only persons referred to COUNTY by DDA 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 COUNTY 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. All insurance policies obtained by the SUBCONTRACTOR shall be primary to any equivalent or applicable policies held by the COUNTY All insurance policies obtained by the SUBCONTRACTOR shall include a waiver of subrogation rights.

- (11) Insurance policies and additional named insured endorsements obtained for the SUBCONTRACTOR shall provide primary insurance coverage and also be non-contributory. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the County shall be excess and not contributory to such insurance policies. All SUBCONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (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 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 Developmental Disabilities Administration 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 _____, 2013.

By: _____
John Austin, Chairman
Jefferson County Board of Commissioners

By: Linda Middleton
Linda Middleton, Executive Director
Concerned Citizens

Attest: _____
Carolyn Avery
Clerk of the Board

APPROVED AS TO FORM ONLY: 7/13/12 7/12/13
By: David Ahrens
Jefferson County Civil Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK

COMMUNITY ACCESS

I. WORK STATEMENT

SUBCONTRACTOR shall provide Community Access services for program clients as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis, pursuant to Section E., Reimbursements, of this contract.

II. PROGRAM DESCRIPTION

A. Program Goals

1. Transfer or reduction of specialized supports as a result of increased personal independence and/or community support systems.
2. Frequent opportunities to participate in community social, recreational, commercial, and/or volunteer/contribution activities also utilized by peers/community members without disabilities.
3. Assisting individuals to participate in activities that promote individualized skill development, independent living and community integration.
4. Activities that provide individuals with opportunities to develop personal relationships with others in their local communities and to learn, to practice and apply life skills that promotes greater independence and community inclusion.
5. Development of social contacts, friendships, and support systems with people without disabilities.
6. Frequent outings, on an individual basis away from their home setting.
7. An opportunity to acquire supplemental training in a volunteer/job situation to enhance versatility and individualized education/self-advocacy skill development necessary for new tasks, in order to address growth and interaction needs.

B. Definitions

1. Community Access is:
 - an opportunity to experience choice, power, and status in the community
 - an opportunity to build relationships, to contribute and to feel a sense of belonging to the community
 - opportunities to learn, to practice and apply life skills that promotes greater independence and community inclusion
 - an opportunity to access generic resources with peers without disabilities
 - an opportunity to access volunteer opportunities in order to enhance versatility
 - an opportunity for self advocacy and skill development for new tasks and to contribute to the community

C. Program Requirements

1. SUBCONTRACTOR shall provide Community Access Services. These services, as defined in Section II.B above & in the Community Access Billable Activities Form, (see Attachment B).
2. SUBCONTRACTOR shall provide an Individual Program Plan and/or Person Centered planning/profiles delineating individual skills and needs within 30 days of the beginning of services on all program clients. The SUBCONTRACTOR will use the new Community Access Plan Report Form, (see Attachment A) & will serve as an aid in matching program clients to appropriate services in the community and as a transition tool towards the advancement of the individual's increased personal independence in the community, an opportunity to build relationships, to contribute and to feel a sense of belonging to the community, while accessing volunteer opportunities in order to enhance versatility and develops skills necessary for new tasks.
3. SUBCONTRACTOR shall schedule a six-month review of meetings for all program participants. The review shall include an assessment of the need for continued community access services and an evaluation of the Individual Program plan goals and objectives in the form of a Semi-Annual Progress Report. The SUBCONTRACTOR shall use the new Community Access Plan Report Form, (see Attachment A) to report on the semi-annual progress of the client.
4. The Semi-Annual Community Access Plan Report shall demonstrate the implementation strategy, client goals and how the individual is advancing towards meeting the outcomes of their 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.
5. COUNTY shall receive the dates for the 6-month reviews for program Clients one month before the required meetings.
6. SUBCONTRACTOR will submit to the COUNTY, DDA Case Management, Residential Provider, Parent/Guardian a Semi-Annual Community Access Plan Report Form on each Client.
7. The SUBCONTRACTOR will use the new Community Access Report Form, (see Attachment A) to report on the semi-annual progress of the client.
8. The frequency of the Semi-Annual Progress Reports for this contractual period will be one every six (6) months after the initial plan, July through December 2013 with the report due on January 2nd of 2014, the second due date will be January thru June 2014, due July 1st 2014.
9. Services shall promote the use of natural supports, which means personal associations and relationships typically developed in the community that enhance the quality and security of life for people, including but not limited to friendships reflecting the diversity of the neighborhood and the community, associations with fellow students in community classes and associations developed through participation in clubs, organizations and civic activities.
10. Community Access services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. Services will occur individually or in a group of no more than 2 individuals with similar interest and needs.
11. Services shall provide support to those individuals wishing to seek volunteer activities; such as using public transportation, assisting with referrals to the appropriate agencies and other agreed upon vocationally related goals in preparation for volunteering.

12. The Provider shall provide coordination of activities to develop a diverse schedule of activities based on the Client's needs and interests as connected to their Individual Program plan.
13. The Provider shall assess and document in the Community Access Plan Report Form each participant's transportation needs. The Provider shall assist each participant to access public or specialized transportation for some activities sponsored as a part of Community Access services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.
14. Program participants must be authorized for service by the Developmental Disabilities Administration (DDA) and referred to the COUNTY.
15. A client receiving Community Access services will not receive Employment services simultaneously.
16. A client receiving Community Access services may at any time choose to pursue work and to receive Individual Employment services.
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 Program Staff Training 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,
 - DDA Policies & Competencies (see Section C-Number 17-20),
 - RCW's & WAC's referenced on page 1 & 2 of the County Contract under Section B. Obligations,
 - agency policies & procedures,
 - skills on how to instruct/teach Clients,
 - skills on how to document data collection, daily/weekly notes & 6 month reports in Client files,
 - skills on how to write Community Access Client Plans and/or Person Centered Plans (creating Client goals/objectives).
 - (b) SUBCONTRACTOR's plan to provide staff that are skilled in applying training techniques to enhance the work related skills of program clients;
 - (c) FTE levels, job descriptions and organization chart pertaining to program staff.
 - (d) SUBCONTRACTOR's 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.
19. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented training's upon request.
20. 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 DDA 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, DDA Policy 4.11 Working Age Adult (adult services only), DDA Policy 5.06, Client Rights, DDA Policy 5.13, Protection from Abuse: Mandatory Reporting, DDA Policy 12.01 Incident Management.

21. 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 one’s self understood
 - 3) Planning methods
 - 4) Crisis Prevention and Intervention

22. Within one month of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Overview of DDA Policies including: DDA Policy 3.01 Service Plans, DDA Policy 5.03 Client Complaints, DDA Policy 5.17 Physical Intervention Techniques, DDA Policy 6.13 Employment/Day Program Provider Qualifications, DDA Policy 13.04 DRW Access Agreement, DDA Policy 15.03 Community Protection Standards for Employment/Day Programs and all reporting requirements related to these DDA Policies.

23. Within six months of employment: SUBCONTRACTOR must ensure that direct service staff received training and are knowledgeable in the following areas: Program skill development, DDA Policy 5.02 Necessary Supplemental Accommodation, DDA Policy 5.14 Positive Behavior Support, DDA Policy 5.15 Use of Restrictive Procedures, DDA Policy 9.07 HIV and AIDS and Program Skill Development.

24. SUBCONTRACTOR will have signed documentation that Staff training took place within the timelines listed above in Section C-Number 17-20.

25. Within 30 days of the effective date of this agreement, and annually thereafter, SUBCONTRACTOR will develop and submit to COUNTY a Community Access program-operating budget detailing the projected allocation of contract funds, other sources and amounts of funding, program staffing expenses and other cost allocations. Within 30 days of the effective date of this agreement and at least semi-annually thereafter, SUBCONTRACTOR will provide company and program operating 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.

26. Every 6 months, SUBCONTRACTOR will develop and submit to COUNTY, Community Access financial reports reflecting the actual revenues received and expenses incurred compared to the projected program budget submitted per Section C.7, along with the overall operating budget.

D. Performance Standards

1. SUBCONTRACTOR shall provide Community Access services for four program clients who are authorized for service by DSHS/DDA and have been referred by COUNTY.

E. Service Level Guidelines

1. Client Acuity is determined through the DDA assessment. Acuity reflects conditions typically related to the individuals disability that are not likely to change, and are generally not impacted by outside factors. Client acuity is determined as “High”, “Medium” or “Low” as defined within WAC 388-828.

2. Service Level Guidelines reflect Client Acuity and other considerations, (see Table below); the assigned support levels typically reflect direct service staff time provided to or on behalf of the client on an individual basis, to participate in age appropriate community activities similar to those

without disabilities. Allowable activities are defined in the Community Access Billable Activities, (see Attachment B).

3. The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Community Access Plan.

COMMUNITY ACCESS- ASSIGNED SERVICE LEVEL HOURS

ACUITY LEVEL	Support Hours
Level A	Up to 3 hours
Level B	Up to 6 hours
Level C	Up to 9 hours
Level D	Up to 12 hours
Level E	Up to 15 hours
Level F	Up to 18 hours
Level G	Up to 20 hours

F. Community Access Unit of Service

1. One UNIT of Community Access service is defined as one (1) or more "HOUR" of direct service or assigned service responsibility to one eligible Client. A UNIT is defined as a "HOUR" which is up to one (1) hour of direct service or ASSIGNED SERVICE RESPONSIBILITY is defined.
2. Community Access service support hours per month will be based on the client's Community Access Acuity Level per WAC.
3. SUBCONTRACTOR will provide a maximum of 673.2 units of service per fiscal year at \$30.00 a unit for up to four clients.