



JEFFERSON COUNTY PUBLIC HEALTH

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

October 17, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: November 25, 2013

SUBJECT: Agenda Item – Professional Services Agreement – Concerned Citizens for Individual Employment and Individual Technical Assistance, Amendment #1; July 1, 2013– June 30, 2014; add'l \$1,500 total \$40,464

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 Individual Technical Assistance, Amendment #1; July 1, 2013– June 30, 2014; add'l \$1,500 total \$40,464

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

The County has funded People First activities for over ten years with Community Info and Education funds. Leslie Bunton from Concerned Citizens has been the Lead Advisor for this group since its inception.

The People First Advisor will coordinate and support up to 8 local People First meetings in Jefferson County in order to broaden membership through outreach aimed at future members, provide training and develop and implement the goals and objectives of a People First Work Plan.

People First Group and the Advisor will work to create a fundraiser for their local group so members can attend the annual people First Convention.

With the Developmental Disabilities Administration reallocating the amount of Community Info funding to Counties, (less funding for Jefferson County) part of the focus for People First will be to find other sources of funding for sustainability.

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

PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

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

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for these services is provided through our contract with DSHS Developmental Disabilities Administration (DDA). The budget reflects revenue and expense for this vendor. Concerned Citizens is providing some match through in-kind services.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Concerned Citizens for Individual Employment and Individual Technical Assistance, Amendment #1; July 1, 2013– June 30, 2014; add'l \$1,500 total \$40,464

REVIEWED BY:


Philip Morley, County Administrator

10/30/13
Date

(Routed to all Public Health Managers)

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

NOV 06 2013

WHEREAS, Concerned Citizens (Contractor) and Jefferson County (County) entered into an agreement on July 1, 2013 for Professional Services to be provided in connection with the provision of Individual Employment Services with Developmental Disabilities in Jefferson County.

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

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

1. The term of the above referenced agreement is extended and ends June 30, 2014.
2. The People First Advisor will coordinate and support up to eight (8) local People First meetings/Officer Meetings in Jefferson County, (November 2013 to June 2014). 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>\$1200</u>	<u>2013-2014</u>
	\$1200	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.

3. The People First Group will work with their Advisor to create a fundraiser for their local group so members can attend the annual People First Convention.

A minimum of four (4) individuals with disabilities must be in attendance in order to bill for the event. Payment includes mileage. \$300 for one fundraising event.

Payment Point and Documentation:	<u>\$300</u>	<u>2013-2014</u>
	\$300	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.

4. Contractor's amount shall not exceed \$1,500.00 in funding for services rendered during the term of this contract amendment. Total compensation under this Agreement shall not exceed \$40,464 without express written amendment.
5. All other terms and conditions of the agreement will remain the same.

Dated this _____ day of _____, 2013.

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

By: Linda Middleton
Linda Middleton/Executive Director of Concerned Citizens

ATTEST: _____
Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

By: David Alvarez 11/14/13
Jefferson County Civil Deputy Prosecuting Attorney

**SUBCONTRACT FOR PROFESSIONAL SERVICES
INDIVIDUAL EMPLOYMENT And INDIVIDUAL TECHNICAL ASSISTANCE**

**Agreement Between
JEFFERSON COUNTY PUBLIC HEALTH
And
CONCERNED CITIZENS CONTRACT SERVICES**

This agreement is made and entered into between Jefferson County Public Health (COUNTY) and Concerned Citizens Contract Services (SUBCONTRACTOR) for provision of Individual Supported Employment to Persons with Developmental Disabilities in Jefferson County. The term of this agreement is July 1, 2013 through June 30, 2014. This Contract may be terminated by either party upon 60 days written notice. Termination of this Contract shall not constitute a breach.

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

A. PROFESSIONAL SERVICES

Professional services to be provided by SUBCONTRACTOR shall include:

- (1) **"Individual Supported Employment" or "IE"**: services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job marketing & development, job placement, coaching/supports, job replacement, worksite job training, and development of natural supports, follow-along to maintain a job & and record keeping per Exhibit A – Statement of Work.
- (2) **"Individualized Technical Assistance" or "ITA"**: services are a part of an individual's pathway to individual employment. The service of assessment and consultation (in order to identify and address existing barriers to employment) may be provided by the employment provider or to the employment provider. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal 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 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 74.15.030, 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 Division of Developmental Disabilities Services Rules; 296-24 General Safety & Health, 296-62 General Occupational Health Standards, WACs: 388-828 DDA Assessment; 388-845- Home and Community Based Waivers; Definitions 0001; Criteria for HCBS Services 0030, Basic Waiver Services 0205; Basic Plus Waiver Services 0210; Core Waiver Services 0215; Community Protection Waiver Services 0220; 0600-0610 Community Access Service; Supported Employment Service 2100.
- (6) SUBCONTRACTOR shall comply with the following DDA Policies: 3.01 Client Service Plans, 4.11, County Services for Working Age Adults, 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.
- (7) The DRW Access Agreement with DDA, assures that the COUNTY and SUBCONTRACTORS have reviewed the Access Agreement. The Agreement covers DRW's access to individuals with developmental disabilities, clients, programs and records, outreach activities, authority to investigate allegations of abuse, neglect, other miscellaneous matters and is binding for all providers of DDA contracted services.
- (8) 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).
- (9) 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.
- (10) 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.
- (11) 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.
- (12) SUBCONTRACTOR will encourage participant involvement in policy development.
- (13) SUBCONTRACTOR shall update Client Intake Forms every 6 months during the Client Review meeting.
- (14) 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).

- (15) SUBCONTRACTOR shall have adequate staffing ratios and patterns to maintain quality and safety.
- (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.
- (17) 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*).
- (18) Incident reports are tracked and analyzed for potential trends and patterns.
- (19) Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.
- (20) 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 SUBCONTRACTOR has taken to protect the vulnerable person(s) immediately; and
 - b. Submit a corrective action plan, if needed, to the county within 10 working days.
 2. The COUNTY will respond to the steps taken and the sufficiency of the proposed corrective action plan within 10 working days. If the corrective action is not accepted the plan will be returned to the provider for correction and an amended plan will be required within 5 working days.
 3. Once accepted, the county will send the corrective action plan to 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.
- (21) 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 specifies 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.
- (22) SUBCONTRACTOR shall provide an Individual Employment/Vocational Client 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 Employment Program Plan Report Form, (see Attachment A) for Individual Employment/Vocational Client Plans.

- (23) Individual Employment/Vocational Client Plans will include:
1. Information that identifies and addresses the individualized goal and support needs for each participant and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team).
 2. 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.
 3. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members.
 4. Plans will be reviewed and signed annually.
- (24) Individual Employment/Vocational Client Plans will also include the information listed below:
- a) Current date;
 - b) Time line for the plan
 - c) Client's name first and last;
 - d) Client ADSA ID;
 - e) Employment goal;
 - f) preferred (job type) the individual wishes to obtain or maintain;
 - g) The preferred wages /salary the individual wishes to earn;
 - h) The number of hours the individual's prefers to work;
 - i) The preferred work shift;
 - j) The individual's skills, gifts, interests and preferred activities;
 - k) Measurable strategies (action steps and supports) to meet the employment goal.
 - l) Identification of persons and/or entities (such as family, Division of Vocational Rehabilitation) available to assist the client in reaching his/her employment goal.
 - m) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) 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 DDA State Work Order.

- (30) 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 9 months of the end of the Subcontractor's fiscal year.

The Subcontractor shall provide an independent audit of the entire organization which:

- (a) Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and the Subcontractor mutually agree upon.
 - (b) Provides statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, and meeting all requirements of OBM Circular A-133 or A-128, as applicable.
 - (c) The Subcontractor shall submit two (2) copies of the audit and/or the summary and the management letter directly to the County immediately upon completion. The audit must be accomplished by documentation indicating the Subcontractor's Board of Directors has reviewed the audit.
- (31) 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.
- (32) 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.
- (33) SUBCONTRACTOR will provide COUNTY with Individual Employment Plans (or Person Centered Plan/Profile), client goals and a summary of progress towards meeting those goals on a bi-annual basis.

- (34) 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.
- (35) SUBCONTRACTOR shall provide COUNTY with a copy of a signed DSHS Provider Agreement within 30 days of the effective date of this agreement.
- (36) SUBCONTRACTOR agrees to assign to COUNTY its Medicaid Billing Rights for services to Clients eligible under Title XIX programs. Written documentation shall be available to COUNTY on request. If SUBCONTRACTOR contracts directly with DSHS to provide covered services under Title XIX, COUNTY agrees that funding intended for those Clients shall be excluded from this agreement. If SUBCONTRACTOR contracts directly with Social Security to provide covered services under a PASS/IRWE, COUNTY agrees that funding intended for those Clients shall be excluded from this agreement.

C. REIMBURSEMENTS

- (1) For said services rendered under this agreement, COUNTY shall reimburse SUBCONTRACTOR on a unit rate basis, as follows:
 - (a) Individual Employment/Individualized Technical Assistance Services: SUBCONTRACTOR will be paid \$65.00 per unit assigned Service Responsibility of regular Program 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 (ASDA) 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 without COUNTY approval.
- (3) COUNTY may, at its option, withhold reimbursement for any month for which required reports have not been received or are not accurate and/or complete or for contractual non compliance issues.
- (4) Total reimbursements for the fiscal year of 2013-2014 to SUBCONTRACTOR by COUNTY under this contract shall not exceed **\$38,964.00** in completion of these services without express written amendment signed by both parties to this Agreement.
- (5) SUBCONTRACTOR will access Division of Vocational Rehabilitation (DVR) funding as a resource. 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

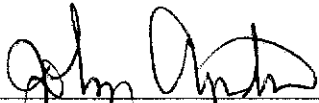
- (1) Pursuant to WAC 275, DSHS Division of Developmental Disabilities (DDA) shall determine individual eligibility of persons for services delivered under this agreement. DDA shall notify COUNTY of persons authorized for services reimbursed under this agreement. Only persons referred to COUNTY by DDA shall be eligible for services reimbursed under this agreement.
- (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, by signature to this Agreement, certifies that the SUBCONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Agreement by any Federal department or agency. The SUBCONTRACTOR also agrees to include the above requirement to all subcontracts into which it enters.

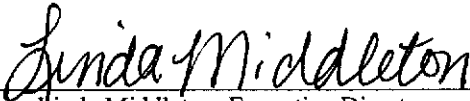
- (5) The SUBCONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:05:
- (a) Worker's compensation and employer's liability insurance as required by the State of Washington.
 - (b) Commercial Automobile Liability or Business Use Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with the COUNTY named as an additional insured in connection with the SUBCONTRACTOR'S performance of the contract.
 - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - (1) Broad Form Property Damage, with no employee exclusion;
 - (2) Personal Injury Liability, including extended bodily injury;
 - (3) Broad Form Contractual/Commercial Liability - including completed operations;
 - (4) Premises - Operations Liability (M&C);
 - (5) Independent Contractors and Subcontractors;
 - (6) Blanket Contractual Liability.
- (6) All employees or subcontractors of SUBCONTRACTOR who are required to be professionally certified by the State in the performance of services under this agreement shall maintain professional liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
- (7) It 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.
- (8) 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.
- (9) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
- (10) 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.
- (11) 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. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY

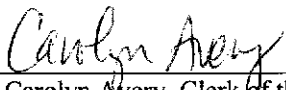
shall be excess and shall be non-contributory to the insurance policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract. All policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract must be endorsed to show this primary coverage.

- (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 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.
- (15) 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 extend of the SUBCONTRACTOR'S negligence or the negligence of the SUBCONTRACTOR'S agents or employees.
- (16) 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.
- (17) 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.
- (18) SUBCONTRACTOR shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age or national origin.
- (19) 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.
- (20) 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 9th day of September 2013.

By: 
John Austin, Chairman
Jefferson Board of County Commissioners

By: 
Linda Middleton, Executive Director
Concerned Citizens

Attest: 
Carolyn Avery, Clerk of the Board *Deputy*

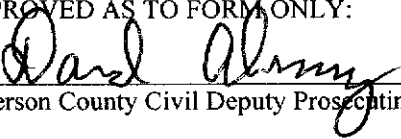
APPROVED AS TO FORM ONLY: 8/21/13
By: 
Jefferson County Civil Deputy Prosecuting Attorney

EXHIBIT A

STATEMENT OF WORK INDIVIDUAL SUPPORTED EMPLOYMENT/INDIVIDUALIZED TECHNICAL ASSISTANCE

I. WORK STATEMENT

SUBCONTRACTOR shall provide Individual Supported Employment Services/Individualized Technical Assistance for program Clients as described hereinafter. SUBCONTRACTOR shall be reimbursed for such services on a unit of service basis, pursuant to Section C., Reimbursements, of this contract.

II. PROGRAM DESCRIPTION

A. 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. When appropriate to provide the service of assessment and consultation in order to identify and address existing barriers to employment for individuals who have not yet achieved their employment goal through consulting and assessment. (This is in addition to supports received through Supported Employment services or Group Employment services for individuals who have not yet achieved their employment goal).
7. Clients in an Employment program will be supported 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 average twenty (20) hours of community work per week or eighty-six hours per month.

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 12 hours to 40 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 DDA 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 DDA Field Services regarding progress and/or problems; counseling the worker and his/her family on vocational issues.
6. The development of a Pathway to Employment Plan that will serve as a transition tool towards the advancement of the individual's employment 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. The amount of service a client receives will be based on his/her demonstrated need, acuity level and work history.
9. Individualized Technical Assistance services are:

a part of an individual's pathway to individual employment.

The service of assessment and consultation (in order to identify and address existing barriers to employment) may be provided by the employment provider or to the employment provider.

This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.

C. Program Requirements

1. The SUBCONTRACTOR will clearly communicate to the Client and the COUNTY, prior to beginning service or an expected change in the maximum service hours per month, the client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - (a) The Clients DDA ISP is the driver for service. The CMIS County Service Authorization and the updated Planned Rates information will not exceed the Client's DDA ISP.
 - (b) The amount of service the Client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
2. If SUBCONTRACTOR is selected as the Client's provider, SUBCONTRACTOR shall provide a Individual Employment/Vocational Client Plan for Clients in service 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. .
(Minimum Individual Employment/Vocational Client Plan elements are outlined in the reference document called "Criteria for Evaluation.")

3. SUBCONTRACTOR will provide a copy of the Individual Employment/Vocational Client Plan to the Client, their CRM's, Guardian, the COUNTY and others as appropriate.
4. 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.
5. Clients in an employment program will be supported 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 average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a clients receives will be based on his/her demonstrated need, acuity level and work history.
6. If SUBCONTRACTOR fails to provide the minimum number of monthly service hours 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.
7. SUBCONTRACTOR will contact all clients according to their need and at least once a month.
8. The Action Steps of the Individual Employment/Vocational Client 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.
9. The Action Steps of the Individual Employment/Vocational Client 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.
10. SUBCONTRACTOR shall provide an Individual Employment/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 an Individual Employment/Vocational Client Plan. Client goals, training provided and progress toward meeting goals shall be documented in each client record.
11. If clients in Individual Supported Employment have not obtained paid employment at minimum wage within six (6) months the SUBCONTRACTOR will assure the COUNTY the following steps are taken.
 - a. Review of the progress towards employment goals;
 - b. Provide evidence of 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).
12. If, after twelve (12) months the client remains unemployed, an additional review will be conducted; the provider will address the steps outlined in the previous six-month progress report in the next six-month progress report.
13. The client may request to participate in Community Access activities or the client can choose to remain in an Employment Program. When requesting to participate in the Community Access

services, the client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing Community Access services.

14. SUBCONTRACTOR will submit to the COUNTY, DDA Case Management, Residential Provider, Parent/Guardian Semi-Annual Progress Reports on each Client. The SUBCONTRACTOR will use the new Employment Plan Report Form, (see Attachment A) to report on the semi-annual progress of the client.
15. 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.
16. The Semi-Annual Progress Reports shall demonstrate the implementation strategy and how the individual is progressing on their Individual Employment/Vocational Client Plan; indicating the fulfillment of the commitments made concerning the Action Steps of the Individual Employment/Vocational Client Plan and it shall describe the reasons for any shortfall concerning the action steps and proposed steps for correction.
17. 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 Individual Employment/Vocational Client Plan (goals and objectives). The Action Steps of the Individual Employment/Vocational Client Plan will be updated every 6 months for all program clients.
18. COUNTY shall receive the dates for the 6 month reviews for program Clients one month before the required meetings.
19. SUBCONTRACTOR will submit a copy of the updated Action Steps of the Individual Employment/Vocational Client Plan and progress reports to the Client, the DDA case manager, the COUNTY Coordinator and Residential Support Staff, Parent or Guardian
20. 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.
21. The Semi-Annual Progress Reports will show Individual Employment/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.
22. SUBCONTRACTOR shall schedule a review meeting every 6 months for all program clients. The review meeting shall include an assessment/evaluation of the Individual Employment/Vocational Client Plan's goals and objectives. The Individual Employment/Vocational Client Plan will be updated every 6 months for all program clients.
23. SUBCONTRACTOR will submit a copy of the updated Individual Employment/Vocational Client Plan and progress reports to the Client, the DDA case manager, the COUNTY Coordinator and Residential Support Staff, Parent or Guardian.
24. All clients will be contacted by SUBCONTRACTOR according to client need and at least once a month.
25. The SUBCONTRACTOR will clearly communicate to the COUNTY and the client, prior to beginning service or an unexpected change in the maximum service hours per month, the client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.

- The client's DDA ISP is the driver for service. The County Service Authorization (CSA) and updated Planned Rates information will not exceed the client's DDA ISP.
 - The amount of service hours the client receives should match the County Service Authorization and Planned Rates information.
26. SUBCONTRACTOR must ensure that: every Client file has a copy of DDA 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.
 27. SUBCONTRACTOR must ensure that: Client Goals and Objectives are based on a Person Centered Plan/Action Steps or a Individual Employment/Vocational Client Plan, that documentation and data collected or training reflects the Action Steps or the Individual Employment/Vocational Client 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 Individual Employment/Vocational Client 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.
 28. 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.
 29. 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.
 30. Worker wages shall be commensurate with the local industry accepted norms and comply with applicable Federal Department of Labor standards.
 31. Recommendations for program participant's termination in Individual Employment or transfer into another Individual Employment agency must be authorized by the DDA 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, DDA case management, COUNTY, family members and other service providers as applicable and within 10 working days of SUBCONTRACTOR'S recommendation.
 32. 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.
 33. 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:
 - SUBCONTRACTOR's procedure to train new direct service staff, training must include,
 - DDA Policies & Competencies (see Section C-Number 28-31),
 - 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 Individual Employment/Vocational Client Plans and/or Person Centered Plans (creating Client vocational goals/objectives).
 - SUBCONTRACTOR's plan to provide staff that are skilled in applying training techniques to enhance the work-related skills of program clients;
 - FTE levels, job descriptions and organization chart pertaining to program staff.
 - 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.
34. SUBCONTRACTOR will provide COUNTY with information regarding staff qualifications and documented training's upon request.
35. 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.
36. 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
37. *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.
38. *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 .
39. SUBCONTRACTOR will have signed documentation that Staff training took place within the timelines listed above in Section C-Number 28-31.
40. 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.
41. 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.

42. 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. The SUBCONTRACTOR must send the COUNTY copies of the surveys received from participants, their families, their support networks and employers.

D. Performance Standards

1. SUBCONTRACTOR shall provide Individual Employment services that are referred for service by DSHS/DDA and have been authorized by the COUNTY.
 - Job development, job coaching, follow-along and replacement services as necessary for Individual Employment Clients.
 - Individual Employment/Vocational Client Plan must contain Action Steps detailing steps, timelines and entities responsible for the accomplishment of tasks leading to employment.
 - Provide the minimum number of monthly service hours for the Client.
 - Implement Action Steps that affirm 75% of the direct service hours with the client will be at employment sites in the community.
2. SUBCONTRACTOR shall provide Individualized Technical Assistance services that are referred for service by DSHS/DDA and have been authorized by the COUNTY.
 - (a) A part of an individual's pathway to individual employment.
 - (b) The service of assessment and consultation (in order to identify and address existing barriers to employment) may be provided by the employment provider or to the employment provider.
 - (c) This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.

E. Service Level Guidelines

1. Client Employment 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 either "High", "Medium" or "Low" as defined within WAC 388-828. Other considerations are generally related to the job or service environment which may impact the individual's level of support, regardless of acuity.
2. Employment Service Levels reflect Client Employment Acuity and other considerations, (see *Table One-Base Hours* below); the Guidelines typically reflect direct service staff time provided to or on behalf of the client to pursue or maintain employment. You may be eligible to receive additional add on hours, (see *Table Two, Add-On Hours* below).
3. Short-term Employment Supports is a service that allows DDA to approve additional service hours in addition to the amount of your employment service Base Hours and Add-On Hours for up to three months when:
 - a) You are beginning a new job; or
 - b) There is a planned or unexpected change in your job or job duties; or
 - c) Your current employment is at risk and short-term supports are needed to assist you in maintaining your current job.
4. 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 Individual Employment Plan. Allowable activities are defined in the Employment Phases and Billable Activities, (see Attachment B)

TABLE ONE-Base Hours

DDA DETERMINES YOUR EMPLOYMENT SERVICE LEVEL USING THE FOLLOWING TABLE.			
CLIENT ACUITY LEVEL IE:	YOUR EMPLOYMENT STATUS IS:	THEN YOUR EMPLOYMENT SERVICE LEVEL IS:	AND YOUR EMPLOYMENT SERVICE BASE HOURS PER MONTH MAY BE:
NONE	WORKING	A	0
	NOT WORKING	B	0
LOW	WORKING	C	4
	NOT WORKING	D	
MEDIUM	WORKING	E	7
	NOT WORKING	F	9
HIGH	WORKING	G	11
	NOT WORKING	H	12

TABLE TWO-Add-On Hours

DDA USES THE FOLLOWING TABLE TO DETERMINE THE MAXIMUM NUMBER OF ADD-ON HOURS YOU ARE ELIGIBLE TO RECEIVE.	
IF YOU MEET ONE OF THE BELOW CONDITIONS AND YOUR EMPLOYMENT LEVEL IS:	YOU MAY BE ELIGIBLE TO RECEIVE UP TO THE FOLLOWING AMOUNT OF ADD-ON HOURS:
A	0
B	0
C	5
D	
E	5
F	7
G	12
H	14

F. Individual Employment/ Individualized Technical Assistance Unit of Service

- a. One UNIT of Individual Employment/Individualized Technical Assistance service is defined as one (1) "HOUR" of direct service or assigned service level to one eligible Client. An HOUR is defined as fifty (50) minutes of direct service; (partial hour to the quarter may be recorded) or ASSIGNED SERVICE LEVEL as defined above; which is placement, replacement and follow-along services and/or the service of assessment and consultation available to be provided in a service month.
- b. Individual Employment service support hours per month will be based on the client's Individual Employment Acuity Level per WAC.
- c. One UNIT of Individual Employment or Individualized Technical Assistance service is \$65.00 and is defined as one "HOUR" of direct service to one eligible client.