



King County

Department of Community and Human Services

Developmental Disabilities Division

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Seattle, WA 98104

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www.kingcounty.gov/ddd/

NOTICE OF REQUEST FOR QUALIFICATIONS

May 11, 2009

The King County Developmental Disabilities Division is issuing a Request for Qualifications inviting interested applicants capable of providing employment services to individuals with developmental disabilities to apply.

The attached package includes general information, instructions required for submittal, and responsibilities of selected agencies.

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**KING COUNTY DEVELOPMENTAL DISABILITIES DIVISION
EMPLOYMENT SERVICES
REQUEST FOR QUALIFICATIONS**

I. GENERAL INFORMATION

A. Background

Historically, individuals with developmental disabilities have experienced isolation, segregation, and poverty. Segregated environments separated those individuals from the natural routines, activities, and typical places where community members without disabilities usually spend their time.

In the last 25 years we have learned that supported employment services can offer excellent opportunities for individuals with disabilities and other community members to share common experiences and activities. Agencies contracting with the King County Department of Community and Human Services (DCHS), Developmental Disabilities Division (KCDDD) provide some of the best employment support services in the country. KCDDD contracted employment agencies are effective in finding and maintaining community based jobs with high wages and good benefits for people with developmental disabilities. However, many individuals, most high support needs, are not yet employed. As a service system, we need to continue to improve the quality of employment services, increase options and choices, and offer supports that bring about inclusion, independence and pathways out of poverty for all people with developmental disabilities.

Both the County Guidelines of July 1992 and the Department of Social and Health Services (DSHS)/Division of Developmental Disabilities (DDD) Policy 4.11 County Services for Working Age Adults (the Working Age Adult Policy) express an expectation of employment with supports based on individual need and offered in ways that foster and promote choice, independence, productivity, financial security, benefits, and opportunities for advancements for all working people served by our system who are between 21 to 61 years of age. The referenced documents are available at <http://www.dshs.wa.gov/ddd/>.

In addition to our state and county policies and guidelines, there is an effort on the part of the federal government to fund and support services that are individualized and have a measurable pathway to paid employment.

B. The Requirement for Choice of Providers

Employment services for persons with developmental disabilities result in improved life quality and increased options and choices. Additionally, the federal Center for Medicaid and Medicare Services (CMS) requires that individuals have a choice among qualified providers. Under Medicaid rules and regulations CMS states that qualifying and accepting new providers is an ongoing process and that all providers meet stipulated qualifications.

Therefore, KCDDD is seeking applications to a Request for Qualifications (RFQ) from current employment agencies and new organizations for provision of employment services for eligible adults with developmental disabilities. This RFQ is a solicitation for qualifications and is not an offer, a guarantee, or a promise that the solicited qualifications will result in services to be contracted by the County.

II. APPLICATION PREPARATION

A. Application Content Requirements

1. Sealed applications shall contain all required attachments and information and be submitted to KCDDD no later than the date, time, and place specified for receipt.
2. The application (Attachment A) shall contain the following items:
 - a. RFQ Cover Sheet
 - b. Business Qualifications for Employment Services
 - c. Program Qualifications for Employment Services
3. One original and five copies of the application and attachments shall be submitted to the address identified in Attachment A. Faxed or email applications will not be accepted.

B. Application Signature

The RFQ Cover Sheet shall be signed by an authorized representative of the agency.

C. Cost of Applications

1. There are no start-up funds available to any agency.
2. KCDDD will not reimburse for any costs associated with preparing and/or presenting this application. All costs are the sole responsibility of the agency.

D. Unacceptable Applications

1. KCDDD reserves the right to reject any application for any reason including, but not limited to:
 - a. Applications which are incomplete, obscure, irregular or lacking necessary detail and specificity;
 - b. Any application that contains incorrect, misleading, or false information;
 - c. Any application from an agency that (in the sole judgment of KCDDD) lacks the minimum qualifications or responsibility

necessary to perform the contracted work or meet the requirements for contracting with the County.

2. In consideration for the KCDDD's review and evaluation of its application, the agency waives and releases any claims against the County arising from any rejection of any or all applications.

E. Late Applications

Application, modifications of applications, received at KCDDD after the exact date and hour specified for receipt will not be considered.

F. Cancellation of RFQ or Postponement of RFQ Opening

KCDDD reserves the right to cancel this RFQ at any time. KCDDD may change the date and time for submitting applications prior to the date and time established for submittal.

G. Public Disclosure

Washington State Public Records Act (Revised Code of Washington 42.56) requires public agencies in Washington to make public records available for inspection and copying unless they fall within the specified exemptions contained in the ACT, or are otherwise privileged.

If the applicant considers any portion of his/her submittal to be protected under the law, the applicant shall clearly identify on the pages(s) affected such words as "CONFIDENTIAL", "PROPRIETARY", or "BUSINESS SECRET". If a request is made for disclosure, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the applicant of the request and allow the applicant 10 days to take whatever action it deems necessary to protect its interests. If the applicant fails or neglects to take such action within said period, the County will release that portion of the application deemed subject to disclosure. By submitting qualifications, the applicant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

H. Questions and Interpretation of the RFQ

No oral interpretations of the RFQ will be made to any applicant. All questions and any explanations must be requested in writing and directed to KCDDD no later than ten calendar days prior to the due date specified in the RFQ. Oral explanations or instructions are not binding. Any information modifying the RFQ will be furnished to all applicants by addendum.

I. Addendum

In the event it becomes necessary to revise any part of this RFQ, an addendum shall be created and posted at the KCDDD website at <http://www.kingcounty.gov/healthservices/DDD.aspx>. The addendum will also be conveyed to those potential agencies providing an accurate email address. If desired, a hard copy of any addendum may be provided upon request. It is the applicant's responsibility to check the website periodically for any addendums.

J. Schedule (dates may be tentative and subject to change)

Day/Month/Year	Event
05/07/2009	RFQ released to public
05/18/2009, 5 p.m.	Last day to submit written questions
05/28/2009	Addendum issued (if needed)
06/05/2009, 2 p.m.	Applications due
06/08/2009	Begin evaluation of applications
06/26/2009	Notification to applicants
07/01/2009	Execute contracts

III. APPLICATION EVALUATION AND SELECTION

A. Application Evaluation

KCDDD will evaluate applications using the minimum criteria as set forth in this RFQ. KCDDD may request additional business and administrative information to determine the agency's ability to meet the terms and condition of the RFQ.

B. Onsite Visits

When deemed advisable, and before any new contract is awarded, KCDDD reserves the right to arrange an onsite, pre-award review to determine the agency's ability to meet the terms and conditions of the RFQ.

C. Additional Contract Terms and Conditions

KCDDD may introduce stipulations, additional terms and/or conditions as deemed necessary prior to the actual awarding of a contract.

D. Issuance of Contracts

Determination that an agency is successful in meeting the minimum requirements of this RFQ does not constitute a commitment by KCDDD to contract with the successful agency.

E. Protests and Appeals

King County has a process for receiving protests based upon the RFQ or contract awards. The protest procedures are available on the County Procurement site at

<http://www.kingcounty.gov/operations/procurement/FAQ/Suppliers.aspx>.

1. Protests shall be filed with the KCDDD Director.
2. Appeals shall be filed with the DCHS Director.

IV. CONTRACTED AGENCY REQUIREMENTS

A. The agency shall be able to meet all requirements in the King County Standard Contract and Employment and General Requirements exhibits. Further, the agency shall be prepared to bill for services in accordance with the KCDDD Billing Instructions available on the KCDDD website.

<http://www.kingcounty.gov/healthservices/DDD/partnersResources.aspx>

A sample standard contract and contract exhibits for Employment Services and General Requirements is provided to inform applicants about the terms and conditions required by the County. (Attachment B)

B. The agency shall, prior to entering into a contract with KCDDD, meet full equal benefits and insurance coverage requirements as outlined in the standard contract. Requests for waivers for insurance requirements or reduction in limits will not be considered by KCDDD and will disqualify the agency's application.

C. Newly contracted agencies shall submit to a desk audit and site review conducted by KCDDD a minimum of one time during the first year of contracting.

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REQUEST FOR QUALIFICATIONS



Department of Community and Human Services
Developmental Disabilities Division
206-263-9061 TTY Relay: 711

DATE ADVERTISED: May 11, 2009

RFQ Title: **Employment Services for Persons with Developmental Disabilities**

Requesting Dept/Division: **King County Department of Community and Human Services/Developmental Disabilities Division**

RFQ Number: **001**

Due Date: **June 5, 2009 – no later than 2:00 P.M.**

Late applications will not be accepted. King County Code 4.16.025 prohibits the acceptance of any application after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.

SUBMIT COMPLETED APPLICATIONS TO:

King County Developmental Disabilities Division
The Chinook Building, 5th Floor
401 Fifth Avenue, Suite 520
Seattle, WA 98104

APPLICANTS MUST COMPLETE AND SIGN THE FORM BELOW

Agency/Organization Name

Address

City/State/Zip Code

Authorized Representative/Title

Email

Phone

Fax

The applicant(s) have read and will comply with the terms and conditions of the King County "Standard Contract", including insurance requirements.

Yes No

The applicant(s) certifies to the administrative and fiscal management capability and stability of the agency/organization to provide the services in accordance with the RFQ.

Yes No

This application is submitted by:

Applicant Signature

Title

Date

BUSINESS QUALIFICATIONS FOR EMPLOYMENT SERVICES

The agency must be able to meet the qualifications listed below. The KCDDD reserves the right to review all documentation and verify information provided in this section.

Directions:

1. Current KCDDD contracted agencies shall complete items IV, V, and VI. Requirements for items, I, II, and III are already met under the KCDDD Contract.
2. Agencies that do not have a current KCDDD employment contract shall complete all items.

I. Type of Agency

The agency is a legal entity eligible to conduct business in Washington State and has fulfilled all necessary requirements.

Yes No

II. Fiscal Accountability

A. The agency maintains accounting procedures and control operations in accordance with general accepted accounting procedures.

Yes No

B. The agency has a monitoring procedure in place to ensure expenditures do not exceed available authorized funding for clients served.

Yes No

III. Insurance

Proof of insurance compliance is required of all contractors. Minimum insurance liability coverage standards shall be at the applicant's expense.

The agency maintains or can obtain insurance limits of no less than (check all that apply to organization):

A. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

B. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.

- C. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by agency personnel is involved, and then Risk Management will review the appropriate amount of coverage.
- D. Workers' Compensation: Statutory requirements of the Washington State.
- E. Stop Gap/Employers Liability: \$1,000,000.

IV. Accreditation

KCDDD is requiring that all agencies with a KCDDD employment contract have a nationally or regionally recognized accreditation to deliver employment support services. Please check all that apply:

- A. Commission on Accreditation of Rehabilitation Facilities (CARF Accreditation)
- B. Rehabilitation Services Accreditation System (RSAS)
- C. Other nationally or regionally recognized certification or accreditation (please supply name of accreditation organization) _____
- D. No current accreditation (In the absence of meeting this requirement, the agency shall be allowed up to six months to demonstrate compliance with this requirement by submitting a written statement to KCDDD certifying contact has been made with an accreditation entity. The statement shall include the name, address, and phone number of the accreditation organization, the contact person, and the status of process including the proposed completion date. The grace period in no way replaces the requirements for demonstration of a history of delivering services listed in the Program Qualifications for Employment Services section.)

V. Division of Vocational Rehabilitation (DVR) Agreement

KCDDD desires that all agencies with a KCDDD employment contract have a current DSHS/ DVR Community Rehabilitation Program contract or other DVR agreement.

- A. Yes
- B. No
- C. No, but agency commits to work toward attaining a DVR agreement in the next six Months

VI. King County Service Area

Please check all areas that the agency currently serves or plans on serving.

- | | |
|---|--|
| <input type="checkbox"/> Seattle | <input type="checkbox"/> South King County |
| <input type="checkbox"/> East King County | <input type="checkbox"/> North King County |
| <input type="checkbox"/> Other _____ | |

PROGRAM QUALIFICATIONS FOR EMPLOYMENT SERVICES

The agency shall meet all program qualifications listed below. KCDDD reserves the right to review all documentation and verification that demonstrates these qualifications. KCDDD may require a site visit, interviews with administrators, staff, participants, family members of participants, employers, educators, and State DVR or DDD staff that have worked with the agency. KCDDD may also view: documents; policies; procedures; participant satisfaction surveys; grievance and incident reports; staff training records; billing records; participant termination records; participant and staff orientation documents; individual participant plans and files; staff background checks; evidence of Department of Labor (DOL) compliance; verification of participant employment; wages and hours; and placement records that substantiate timely outcomes in a paid employment setting. KCDDD may also require lists or letters of references or support from individual participants, family members, employers or others in a relationship with the agency.

Directions:

Check all the boxes for each category that the agency requests qualified provider status with KCDDD and answer the questions following that category regarding agency history and experience.

1. Current KCDDD contracted agencies can limit their responses to checking the desired categories below.
 2. Agencies that do not have a current KCDDD employment contract shall submit a narrative response for each category checked below.
 - a. The narrative response for all sections (I, II, III, IV, and V) is limited to three pages or less.
 - b. The narrative should provide concise but complete and detailed description of the agency's ability to meet the requirements.
- I. Individual Employment (IE)

Definition: IE services are a part of an individual's pathway to employment. These are placement and follow-up services necessary to help persons with developmental disabilities obtain and continue integrated, living wage employment in the community, in business, or industry. This service may include creating work opportunities through job development, support to the employee's supervisors and/or peer workers to enable them to support the person on the job, on-the-job training, and modification of work site or tasks.

Community based businesses are defined as businesses that pay minimum wage or better and do not participate in subminimum wage certificates issued by United States Department of Labor.

Success is defined as participants with developmental disabilities obtaining and retaining for one year or more, paid employment at minimum wage or better with the wages paid by the community based business.

To be considered for qualified provider status for IE, the agency must answer the questions below:

- A. The agency has and can document, at least a three year history of delivering successful community based, supported, and/or customized employment for at least ten individuals with developmental disabilities.

Yes No

- B. The agency has at least a three year history that demonstrates their success with employers in developing and supporting employment for individuals with developmental disabilities.

Yes No

II. **Group Supported Employment (GSE)**

Definition: GSE services are a part of a pathway to individual employment. These are supervised employment and training activities in regular business and industry settings for groups of no more than eight workers with disabilities. The workers are individuals who have a demonstrated need for ongoing supervision and support in order to maintain employment. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment. In group supported employment, the participants are typically legal employees of your organization. The organization must be in current compliance with all applicable DOL standards to meet the definition of GSE services.

Community based businesses are defined as businesses that were not developed to serve individuals with disabilities.

To be considered for qualified provider status for GSE services, the agency must answer the questions below:

- A. The agency has at least a three year history of supporting ten or more individuals with developmental disabilities who work in small groups or crews in community based businesses.

Yes No

- B. The agency has at least three years of experience supporting at least ten individuals working twenty hours per week or more.

Yes No

III. **Pre-Vocational Services (PVS)**

Definition: PVS are a part of a pathway to IE. PVS, commonly referred to as sheltered workshops because of the segregated setting in which the work takes place, generally train groups of people with disabilities in the same setting. In PVS, the participants are usually legal employees of the agency.

Community based businesses are defined as businesses that pay minimum wage or better and do not participate in subminimum wage certificates issued by United States Department of Labor.

To be considered for qualified provider status for PVS, the agency must answer the questions below:

- A. The agency has at least a three year history of supporting individuals with developmental disabilities in a pre-vocational setting under a current DOL certificate.

Yes No

- B. The agency has successfully supported at least five individuals with developmental disabilities to move from working in the sheltered workshop to paid employment of at least ten hours per week, at minimum wage or better in a community-based business.

Yes No

IV. **Pathway to Individual Employment/Person to Person (PIE/PTP)**

Definition: PIE/PTP services are part of an individual's pathway to employment. A combination of services and supports may be needed to assist people to:

- A. Develop an appropriate employment goal;
- B. Develop a person centered service plan;
- C. Prepare and implement a discovery process which defines the activities and supports necessary for success; and
- D. Work and volunteer in the community, and obtain the generic community resources needed to achieve integration and employment.

Community based businesses are defined as businesses that pay minimum wage or better and do not participate in subminimum wage certificates issued by United States Department of Labor.

Success is defined as individuals with developmental disabilities obtaining and retaining for six months or more, paid employment at minimum wage or better with the wages paid by the community based business.

To be considered for qualified provider status for PIE/PTP the agency must answer the questions below:

A. The agency has a three year history of developing appropriate employment plans for individuals with significant developmental disabilities

Yes No

B. The agency has successfully supported at least five individuals with significant developmental disabilities, in their pathway to employment which has resulted in paid employment of at least ten hours per week, at minimum wage or better in a community based business.

Yes No

V. Community Protection Program (CPP)

Would your agency be willing to provide employment services to persons identified under community protection criteria according to DSHS/DDD Policy 15.03?

Yes No

If yes, the agency must answer the questions below:

A. The agency meets the requirements in questions 1 and 2 for IE, GSE, or PTP.

Yes No

B. The agency either currently or will be able to meet all elements of Washington Administrative Code (WAC) 388-831 CPP concerning the delivery of service to persons with a community protection status.

Yes No

C. The agency maintains or can obtain insurance levels of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate required of agencies supporting individuals in the CPP.

Yes No

I. EXHIBITS

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- Certificates of Insurance/Endorsements Attached hereto as Exhibit I
- Personnel Inventory Report Attached hereto as Exhibit II
- Affidavit of Compliance Attached hereto as Exhibit III
- 504/ADA Assurance of Compliance Attached hereto as Exhibit IV
- General Requirements – Adult Programs Attached hereto as Exhibit V
- Employment Services Attached hereto as Exhibit VI
- _____ Attached hereto as Exhibit VII
- _____ Attached hereto as Exhibit VIII

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____ 2009, and shall terminate on the _____ day of _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.
- B. The Agency shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Agency not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.
- C. If the Agency's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit. The Agency shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories within an Exhibit is expected to exceed ten percent of the total Exhibit budget. Supporting documents necessary to fully explain the nature and purpose of the amendment shall accompany each request for an amendment.

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

VI. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. These records shall be maintained for a period of six years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten working days of any such relocation.

VII. AUDITS

- A. The Agency shall provide the County with a copy of its IRS Form 990 (Return of Organization Exempt from Tax) when requested.
- B. The Agency shall have an independent audit conducted of its financial statement(s) and condition, which shall comply with the requirements of generally accepted auditing standards; Government Accountability Office Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and Office of Management and Budget Circulars A-21, A-87, A-102, A-122 and A-133, as amended, and as applicable. The County in its sole discretion may waive some or all of these requirements upon the written request of the agency. The Agency shall provide to the County a copy of the audit report including any management letter or official correspondence submitted by the auditor, its response and corrective action plan for all findings and reportable conditions contained in its audit. These documents shall be submitted no later than six months subsequent to the end of the Agency's fiscal year.
- C. Additional federal and/or state audit or review requirements may be imposed on the County, and the Agency shall be required to comply with any such requirements.

VIII. EVALUATIONS AND INSPECTIONS

- A. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Agency in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- C. The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of

said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

IX. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Agency has failed to comply with any terms or conditions of this Contract or the Agency has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

- A. The County shall notify the Agency in writing of the nature of the breach;
- B. The Agency shall respond in writing no later than ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Agency's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County shall notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Agency's corrective action plan;
- D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI.B;
- E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Subsections A, B, C, and D.

X. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment or subcontract.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

XI. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II, by providing the Agency 30 days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that (1) the Agency materially breaches any

duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County, pursuant to this Subsection XI.B.(1), the Agency shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Agency, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Agency shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

- D. This Contract may be terminated by the Agency without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Agency shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Agency is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Agency, its employees, and/or

others by reason of this Contract. The Agency shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.
- C. The Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Agency, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Agency.
- D. The County shall protect, defend, indemnify, and hold harmless the Agency, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Agency only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Agency incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. To the extent that an Agency subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII.B. of this Contract, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions

of the Agency's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

XIV. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Agency shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Agency or subcontractor. The Agency may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

For All Coverages: Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Contract. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as

- 1. General Liability:

Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

- 2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and

Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000 per claim and in the aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Agency personnel is involved, then Risk Management will review the appropriate amount of coverage.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap/Employers Liability: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies Except Professional/Errors and Omissions and Workers Compensation
 - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Contract (CG 2010 11/85 or its equivalent).
 - b. The Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.
 - c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Agency shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract then such requirements and documentation shall be subject to all of the requirements stated herein.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Benefits to employees with Domestic Partners.

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, non-public Contractors agree not to discriminate in the provision of employee benefits between an employee with a spouse, an employee with a domestic partner or an employee who resides with a legally domiciled member of household during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 [which is codified at King County Code (KCC) Chapter 12.19], and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/operations/procurement/Services.aspx>.

B. Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. KCC Chapters 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Contract.

C. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Agency shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. Compliance with Laws and Regulations

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, KCC 12.17, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, 42 United States Code (USC) 2000(a) et seq., the Americans with Disabilities Act, 42 USC 12101 et seq., and the Restoration Act of 1987. The Agency shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Business and Minority and Women Business Enterprise Opportunities

The County encourages the Agency to utilize small businesses, including Minority-owned and Women-owned Business Enterprises (“M/WBEs”) in County contracts. The County encourages the Agency to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities;
2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations;
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs;
4. Establishing delivery schedules, where the requirements of this Contract permit, that encourage participation by small businesses, including M/WBEs;
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract;
6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs; and
7. The Washington State Office of Minority and Women’s Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 866-208-1064 or on-line through the web site at <http://www.omwbe.wa.gov/>.

F. Equal Employment Opportunity

The Agency shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

G. Fair Employment Practices

King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:

1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless;
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
8. If an Agency engages in unfair employment practices as defined above; remedies as set forth in KCC Chapter 12.18 may be applied.

H. Record-Keeping Requirements and Site Visits

The Agency shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Agency by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Agency's office to review the foregoing records. The Agency shall provide every assistance requested by the County during such visits. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

J. Reporting

1. The Agency entering into a contract or agreement with King County valued at \$25,000 or more shall submit with this Contract a Personnel Inventory Report providing employment data for minorities, females, and persons with disabilities.

Subject to the provisions of KCC Chapter 12.16.060, the Agency's Personnel Inventory Report shall be effective for two years after the date on which the report was submitted.

2. The Agency entering into a contract with King County valued at \$25,000 or more, or contracts that in the aggregate have a value to the Agency of \$25,000 or more, should submit an Affidavit of Compliance in the form provided by the County, demonstrating commitment to comply with the provisions of KCC Chapter 12.16 in accordance with paragraph B of Section XV.

The Agency shall complete the Affidavit of Compliance provided by the County and attach the original, notarized, completed form to this Contract. Subject to the provisions of KCC Chapter 12.16.060, the Agency's Affidavit of Compliance shall be effective for two years after the date on which the report was submitted.

3. The Agency shall complete all reports and forms (including Department of Social and Health Services non-discrimination forms, where applicable)

provided by the County and shall otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminatory programs.

XVI. SECTION 504 AND AMERICANS WITH DISABILITIES ACT (ADA)

The Agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract), and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq. as amended ("504") and the ADA, 42 USC 12101 et seq. The Agency has completed, attached as an exhibit to this Contract, and incorporated herein by reference a 504/ADA Assurance of Compliance.

XVII. SUBCONTRACTS AND PURCHASES

- A. The Agency shall include the above Sections IV, V, VI, VII, VIII, XII, XIII, XIV, XV, paragraphs B-J, and XVI, in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.
- B. The Agency agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."
- C. The Agency shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System <http://epls.arnet.gov>, which lists all suspended and debarred entities.

XVIII. CONFLICT OF INTEREST

- A. The Agency agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI and subject the Agency to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Agency agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Agency acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C. The Agency acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the

former County employee participated during County employment. Agency shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Agency is responsible for notifying the County's project manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XIX. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XX. BOARD OF DIRECTORS

- A. If the Agency is incorporated, it shall have an active, legally constituted board of directors in accordance with RCW Chapters 23B or 24, as applicable.
- B. The following additional requirements shall apply to the agencies that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3).
 - 1. The Agency shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Agency. For the purposes of this Section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a domestic partner shall be considered relatives to the same extent such relatives would be included in this Section, as if the employee and domestic partner were married.
 - 2. The Board of Directors shall meet regularly.
 - 3. The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501(C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

XXI. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. The Agency agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an exhibit as reimbursable is upon its purchase or receipt the property of the Agency, County, and/or federal, and/or state government, as specified in the exhibit.
- B. The Agency shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Agency shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or County, upon written request of the County.

- D. The Agency shall admit County staff to the Agency's premises for the purpose of marking such property with appropriate government property tags.
- E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

XXII. NOTICES

Whenever this Contract requires notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the chief executive officer of the Agency and the director of the County department specified on page one of this Contract.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIII. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Agency, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency that are not modified for use in the performance of this Contract.

XXIV. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15 percent higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement.

The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXVI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXVII. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Agency, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the DSHS and County Agreement on General Terms and Conditions between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXVIII. CONFIDENTIALITY

The Agency agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XXIX. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

- A. Obligations and Activities of the Agency
1. The Agency agrees not to use or disclose protected health information other than as permitted or required by law.
 2. The Agency agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C.
 3. The Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of protected health information by the Agency in violation of the requirements of this Contract.
 4. The Agency agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Agency knowledge of such event.

5. The Agency agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Agency on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Agency with respect to such information.
6. The Agency agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Agency agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Agency agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Agency on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.
9. The Agency agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.

B. Permitted Uses and Disclosures by Business Associate

The Agency may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this Section, upon termination of this Contract, for any reason, the Agency shall return or destroy all protected health information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Agency. The Agency shall retain no copies of the protected health information.
2. In the event the Agency determines that returning or destroying the protected health information is infeasible, the Agency shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Agency shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such protected health information.

XXX. EMERGENCY RESPONSE

- A. The Agency shall prepare and submit within six months of the execution of the Contract the necessary plans, procedures and protocols to:
 - 1. Respond to and recover from a natural disaster or major disruption to agency operations such as a work stoppage; and
 - 2. Continue operations during a prolonged event such as a pandemic.
- B. The Agency shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.
- C. The Agency shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Agency's plans. The County will specify areas that must be addressed in the Agency's plan.
- D. The County may waive the requirements in subsections A, B or C upon written request by the Agency identifying compelling reasons why such requirements should not apply.

XXXI. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

- A. If the Agency maintains computerized or other forms of data that includes personal information owned by the County, the Agency shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).
- B. The Agency shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:
 - 1. Circumstances associated with the breach;
 - 2. Actions taken by the Agency to respond to the breach ; and
 - 3. Steps the Agency shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.
- C. The County may at its sole discretion, require the Agency to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Agency shall also provide the County with any information it has regarding the security breach.
- D. The Agency shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.
- E. The Agency shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Agency shall also be responsible for any cost associated with notifying the affected individuals. This notification may be by written notice or electronic notice in accordance with RCW 42.56.590 (7).

- F. If the Agency demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds 500,000, or the Agency does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).
1. E-mail notice when the Agency has an e-mail address for the subject persons;
 2. Conspicuous posting of the notice on the Agency's web site page, if the Agency maintains one; and
 3. Notification to major County-wide media.
- G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:
1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or
 2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

KING COUNTY

AGENCY

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
November 4, 2008

Copy of Agency insurance policy, naming King County as additional insured.



King County

Personnel Inventory Report

Legal name of business _____ Contract No: _____

dba (if applicable) _____ Telephone No: _____

Street address: _____

City: _____ State: _____ Zip Code: _____

Submitted by: _____ Title: _____ Date: _____

Do you have any employees? No ___ Yes ___ Sole Owner/Operator No ___ Yes ___

If yes, list on the Employment Data Chart below the total number of employees for all businesses located within each location listed below. Indicate which locale (1, 2, 3) report covers. This report is for Payroll Period ending (Month/Day/Year): _____ and covers the following locale: **(Check only one box)**

- 1. ___ Business located within King County
- 2. ___ Businesses located within WA State
- 3. ___ Business located with U. S.
- 4. ___ Other (specify) _____

Do any of your employees belong to a union and/or do you use an employee referral agency?

No ___ Yes ___

If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																



Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A.** Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B.** Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C.** This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- _____.
- D.** Contractor will cooperate fully with the BD and Contract Compliance Section and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
- 1. Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
 - 2. Monthly EEO Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all

employees, including minority, women and disabled employees by craft and category.

- 3. Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
- 1. Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
 - 2. Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these

sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.

- 3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
- 4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
- 5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the BD and Contract Compliance Section if labor unions fail to comply with the nondiscrimination or affirmative provisions
- 6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
- 7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
- 8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the

Contractor's affirmative action measures.

- 9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the BD and Contract Compliance Section or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the BD and Contract Compliance Section find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____ Company Name _____ Street Address _____ City _____ State _____ Zip _____
 I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
 Name (type or print) _____ Title _____ Phone _____ Signature _____

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFOR ME THIS _____ DAY OF _____, 200__.

 Notary Public in and of the state of _____

Residing at: _____

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Program Access

Actions To Be Taken

Completion Date

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Physical Accessibility

Actions To Be Taken

Completion Date

**I Declare Under Penalty of Perjury under the Laws of the State of Washington
that the Foregoing is True and Correct.**

Signature of authorized signator

Type or print name of authorized signator

Title

Telephone

For Notary:

State of _____, County of _____

Signed and sworn before me on (date) _____ by (print authorized
signator name) _____

Notary signature: _____

Notary (print name): _____

My appointment expires: _____

Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.

504/ADA SELF-EVALUATION AND ASSURANCE OF COMPLIANCE

Instructions

504/ADA Self-Evaluation Questionnaire Form

This form will help you evaluate your organization's or firm's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return the questionnaire with your contract.

“Quick Look” Barriers Checklist

Note: If the business is a construction company, this form pertains only to the main office, not the construction sites. Firms that provide services outside their office do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

504/ADA Assurance of Compliance Form

All contractors must complete this form, as required by King County Code 12.16.060. Governmental agencies and contracts for the direct purchase of goods are exempt.

- **Complete this form.** If your organization or firm is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the date these actions will be completed.
- **Sign the Assurance of Compliance form and send the original back with your contract.** Keep a copy of the form on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.)

If you have questions regarding this process, or if you require this material in an alternate format, please contact a King County 504/ADA Disability Compliance Specialist at 206-296-7592 or 206-296-7596 TTY, or by e-mail: Civil-Rights.OCR@kingcounty.gov.

504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

Under 504 and ADA, a “qualified individual with a disability” is anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech disabilities; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability; and alcohol and/or drug addiction.

DISABILITY RESOURCE LIST

Note: Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

King County Office of Civil Rights

Disability Compliance Specialist, Yesler Building, 400 Yesler Way, Room 260, Seattle, WA 98104-2683; 206-296-7592 V, 206-296-7596 TTY; 206-296-4329 Fax; e-mail: Civil-Rights.OCR@kingcounty.gov web site: www.kingcounty.gov/civilrights/

Governor's Committee on Disability Issues and Employment (GCDE)

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy. Olympia: 360-438-3168 V, 360-438-3167 TTY; Spokane: 509-532-3149 V, 509-532-3113 TTY.

GCDE publishes "Producing Materials in Alternative Formats: A Guide for Agencies"

which provides information on producing materials in large print, on audio tape or computer disk, and Braille. Send a written request for a copy.

DBTAC Northwest

Provides information on the Americans with Disabilities Act in Alaska, Idaho, Oregon and Washington. Western Washington University 6912 220th St. SW, Suite 105 Mountlake Terrace, WA 98043 800-949-4232 V/TTY 425-774-9303 Fax e-mail: dbtacnw@wwu.edu web site: www.dbtacnorthwest.org

Sprint Washington Telecommunications Relay Service (TRS)

Provides free telephone accessibility with TTY users. 500 108th Avenue NE, Suite 800, Bellevue, WA 98004; Relay Services: 711 TTY; 800-833-6384 V.

ADA Technical Assistance Hotline (U.S. Dept. of Justice)

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public on rights and responsibilities under Titles II and III of the ADA. 800-514-0301 V/TTY. web site: www.usdoj.gov/crt/ada

Washington Assistive Technology Alliance (WATA)

Information & referral to disability resources, including assistive technology options, funding sources, legal issues, accommodations. 509-328-9350 V/TTY; 800-214-8731 V/TTY; 509-326-2261 Fax; e-mail: spokane@seals.org web site: wata.org/wata/ea/trc/index.htm

Job Accommodations Network (JAN)

An international toll-free consulting service that provides information regarding the ADA, job accommodations and the employability of people with disabilities. P.O. Box 6080, 918 Chestnut Ridge Road, Suite 1, Morgantown, WV 26506-6080; JAN ADA Information 800-526-7234 V/TTY; 800-ADA-WORK (232-9675) V/TTY; web site: janweb.icdi.wvu.edu

Emergency Procedures for Employees with Disabilities in Office Occupancies

A procedural guideline funded by the U.S. Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on Life Safety and People with Disabilities. Write for a copy of Item Number FA -154: United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, MD 21727.

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements

Please check the appropriate answers. If necessary, attach additional pages of explanation. **If you have fewer than 15 employees, please skip the first section and start with "Program Access."**

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 1. Do you have a 504/ADA coordinator? If so, who? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name_____ | | | |
| Title_____ Phone_____ | | | |
| 2. Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you notified these individuals of your nondiscrimination policy? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Program Access

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you have a Teletypewriter (TTY), or do you use the statewide Telecommunications Relay Service to facilitate communication with individuals who use TTYs for communication purposes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY (or Relay Service) and other effective means of communicating over the telephone with people with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Program Access (continued)

	YES	NO	N/A
5. Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include large print, Braille, and audiocassette tapes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If you have a mailing list for the purposes of information dissemination, does it include various disability groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are your TTY number and procedures for accessing your services printed on all material distributed to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation

1. When gathering affirmative action data regarding disabilities, do you make it clear that: <ul style="list-style-type: none"> • the information requested is intended for use solely in connection with reporting requirements; • the information is voluntary; • the information will be kept confidential; and • refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment? 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If you make pre-employment medical inquiries or conduct pre-employment medical examinations:			
• Is the inquiry related to the applicant's ability to perform the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do you condition offers of employment on the results of these examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the examination required for <u>all</u> employees in the same job classification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are <u>all</u> applicants in the same job classification asked the same medical and/or interview questions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation (continued)

YES NO N/A

4. Do you have a written policy stating the following?

504/ADA requires that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only three ways:

- (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s);
- (2) first aid and safety personnel may be informed if the condition might require emergency treatment; and
- (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

- 1. Is the building(s) where your business is located barrier-free?
- 2. If you checked NO to any of the items on the Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)?

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

This 504/ADA Self-Evaluation Questionnaire was completed by:

Print name

Date

Phone Number

“QUICK LOOK” BARRIERS CHECKLIST

This checklist may be used to conduct a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to IBC 2003, ANSI A117.1-2003, and the Washington State Administrative Code (WAC) 51-50. If you are not located in State of Washington, you may refer to federal ADA Accessibility Guidelines (ADAAG), state or local laws and regulations.

<u>Building Access</u>	YES	NO	N/A
• Garage/lot has required number of accessible parking spaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are accessible parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Walkways are level (44" wide min.) or ramped (max. 1:12)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the entrance doorway have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door threshold maximum ¼" high (½" if beveled)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Door hardware is lever handles, pulls, or push-pull activating bars?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are the doors easy to open (exterior doors max. 8.5 lbs. opening force, interior doors 5 lbs. max.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If revolving doors used, alternate accessible entrance available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Building Corridors

• Is path of travel free of obstruction and at least 36" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is floor surface stable, firm and slip resistant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do obstacles (phones, fountains, etc.) protrude no more than 4"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If provided, minimum one public phone or water fountain accessible?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator controls no higher than 48"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator markings in Braille and raised letters/numbers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator provide audible and visible signals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Floor of elevator cab is min. 51" x 68" (door offset) or 51" x 80" (door centered)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Restrooms

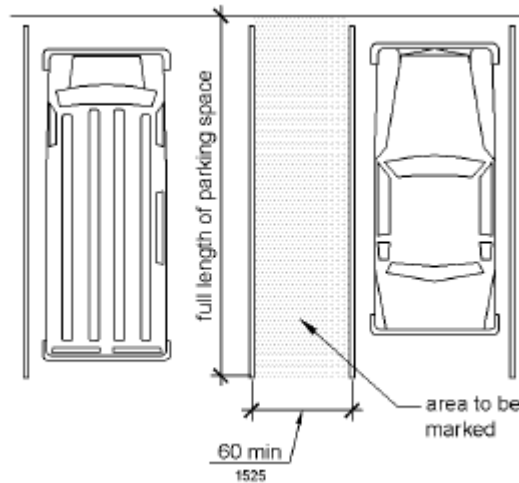
• Door hardware is lever handles, pulls, or push-pull activating bars?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do restroom entrance doors have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is restroom large enough for wheelchair turnaround (5' diameter)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does accessible stall door have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are grab bars provided in accessible toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Toilet seat top is 17-19" above floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sink has clear knee space under basin; exposed pipes are insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Faucets are lever-operated or push-type?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are soap and towel dispensers no more than 40" from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reception and Personnel Office

• Lower counter space in reception, customer service areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do doors have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open (max. 5 lbs. opening force)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Door threshold is maximum ¼" high (½" if beveled)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the path of travel between furniture at least 36"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Required Number of Accessible Parking Spaces

Total Garage/Lot Parking Spaces	Minimum No. of Accessible Spaces
1-25	1 (van accessible)
26-50	2 (including one van space)
51-75	3 (including one van space)
76-100	4 (including one van space)
101-150	5 (including one van space)
151-200	6 (including one van space)
201-300	7 (including two van spaces)
301-400	8 (including two van spaces)
401-500	9 (including two van spaces)
501-1000	2% of total spaces (every six accessible spaces include one van space)
More than 1000	20, plus 1 for each 100 over 1000 (every six accessible spaces include one van space)



Locate accessible parking spaces on the shortest accessible route of travel to an accessible building entrance (where practical, not crossing traffic lanes).

Car and van parking spaces shall have an adjacent access aisle. Two parking spaces may share an access aisle. Van parking spaces that are angled shall have access aisles located on the passenger side of the parking space.

If there is only one accessible parking space, then it shall meet the codes for a van accessible parking space: 11' wide vehicle parking space plus a 5' access aisle. (An 8' vehicle parking space with an 8' access aisle is acceptable under code.)

For more detail, consult Washington State Building Code (WAC 51-50).

EXHIBIT V
SAMPLE CONTRACT
GENERAL REQUIREMENTS – ADULT PROGRAMS

I. GENERAL REQUIREMENTS

A. Board of Directors

1. The Agency's board of directors shall operate in accordance with Section XX Board of Directors of the Contract.
2. The board's membership roster, copies of the bylaws, and minutes of meetings of the past year shall be available for review by the County.
3. The board shall approve the Agency's annual budget and there shall be board oversight of fiscal operations.

B. Agency Administration

1. The Agency shall maintain an organizational chart describing administrative lines of authority and containing the position titles and names of program staff.
2. The Agency shall maintain a job description for each position within the organization, detailing duties, responsibilities, and necessary qualifications.
3. The Agency shall develop a process to include participant contributions into its policy development, when appropriate, and document the impact this has had on the program.
4. The Agency shall develop and implement a written performance plan which describes its mission, program objectives, expected outcomes, and how and when objectives will be accomplished. The plan shall be evaluated at least biennially and revised based on actual performance.
5. The Agency shall continue to refine their emergency procedures and plans in the event of a life threatening situation, a catastrophic event or other emergency situations such as pandemic flu or natural disaster in accordance with Section XXX Emergency Response of the Contract.
6. The Agency, by signature to the Contract, certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any federal department or agency. Refer to: <http://www.epls.gov>.
7. The Agency shall have on file all appropriate certificates and licenses in order for the Agency to operate as required by federal, state, or local law, rule, or regulation.
8. Appropriate Agency representatives shall participate in meetings scheduled by the County.
9. If the Agency shares resources, such as staff time, office space, or other overhead expenses among various programs or funding sources, there shall be a reasonable cost allocation plan to distribute expenses and account for staff time charged to various funding sources.

10. If the Agency is providing service to individuals on the Medicaid Waiver Program, the Agency shall ensure that participants are receiving services as identified in their Individual Services Plan (ISP). Copies of the ISP designating the Agency as the provider shall be kept in each participant file. Individuals on the waiver shall also have an annual employment service plan developed by the Agency on file.
11. For individuals not on the waiver, the Agency shall ensure the development of an annual employment service plan which describes the services that will be provided by the Agency. This service plan shall be updated on an annual basis during a face-to-face meeting with the participant and their family or guardian as appropriate.

II. INDIVIDUAL HUMAN AND CIVIL RIGHTS PROTECTION

The Agency shall protect individual human and civil rights by its actions and by having at a minimum the following requirements:

- A. The implementation of a grievance policy and a process for participants which includes the following elements:
 1. Is approved by the County;
 2. Is explained to participants, and if appropriate, to a family member, legal representative, and/or advocate. Each client file shall have documented proof that the policy was explained to the recipient and his/her representative;
 3. Ensures that conflicts are negotiated;
 4. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
 5. Prohibits retaliation by the Agency for using the grievance process.
- B. The implementation of policies and procedures to ensure the protection of participants from exploitation, neglect, and abuse while receiving services. This policy shall include the following requirements.
 1. Comply with Washington State law requiring background checks on all employees and volunteers providing direct service to persons with developmental disabilities pursuant to Revised Code of Washington (RCW) 43.43.830 – RCW 43.43.845, RCW 74.15.030, Washington Administrative Code (WAC) 388-06, and Department of Social and Health Services/ Division of Developmental Disabilities (DSHS/DDD) Policy 5.01 Background Authorizations.
 2. Ensure that DSHS/DDD criminal history background checks requested by the Agency are conducted by DSHS, as required by DDD. These background checks shall be renewed, at a minimum, every three years through the DSHS/DDD Background Check Central Unit.
 3. Ensure a cleared criminal background check is completed for any employee or volunteer prior to having unsupervised access to any participant.=
 4. Ensure that the background check for each employee and volunteer is up-to-date, clear, and satisfactory. All current and previous background inquiries on each employee and volunteer shall be maintained on-site at the Agency.

- C. The implementation of policies and procedures for mandated reporters, which includes all staff and volunteers, in accordance with RCW 74.34 and DSHS/DDD Policy 5.13 Protection from Abuse. This policy shall include the following procedures.
1. Report any suspected instance of physical, sexual or mental abuse, abandonment, neglect, or exploitation to local law enforcement and Adult Protective Services, as appropriate.
 2. Immediately report suspicion of abuse, abandonment, neglect, or financial exploitation that occurred during the course of receiving services.
 3. Immediately call 911 for any suspected physical or sexual abuse or a potential life threatening situation.
 4. Provide to all staff and volunteers statewide telephone numbers for mandated reporters.
- D. The implementation of policies and procedures for staff training to ensure intervention in the most dignified, age-appropriate manner necessary in all situations including instances when a participant's behavior jeopardizes the safety of him/herself or others, or the behavior significantly disrupts program operations. All interventions shall meet the requirements of DSHS/DDD Policies: 5.14 Positive Behavioral Supports, 5.15 Use of Restrictive Procedures, and 5.17 Physical/Manual Intervention Techniques issued under authority of RCW 71.A.
- E. The implementation of policies and procedures to ensure respectful staff-to-participant interactions and uphold participant rights in accordance with DSHS/DDD Policy 5.06 Client Rights. In addition, the Agency shall enforce policies, which include disciplinary consequences for staff members for violation of civil rights.
- F. The implementation of policies and procedures to ensure a person's right to privacy, and confidentiality of records including the provision of release of information and an employee oath of confidentiality in accordance with WAC 388.01, DSHS/DDD Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information, and Section XXIX of the Contract, Compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- G. In accordance with DSHS/DDD policy 5.02, Necessary Supplemental Accommodation (NSA), the implementation of policies and procedures to ensure each participant and/or family or advocate, as appropriate, receives an orientation or other informational meeting in which the following are explained:
1. Participant rights;
 2. Grievance/complaint procedures;
 3. Services and benefits that may be expected from the program, and the program's expectations of them; and
 4. A written document explaining all of the above.
- H. The implementation of policies and procedures to ensure compliance with the DSHS/Disability Rights of Washington (DRW), formerly Washington Protection and Advocacy System (WPAS), Access Agreement of 2000 and DSHS/DDD Policy 13.04 DRW/WPAS Access to Client Records Maintained by DSHS/DDD. The Agency shall notify the County within three working days of any request from DRW to access its programs, records, or participants.

III. HEALTH AND SAFETY

- A. The Agency shall ensure the implementation of policies and procedures for staff to receive appropriate health and safety training and to:
1. Utilize typical safety protection according to the standards of the environment in which the participant is receiving services;
 2. Maintain current emergency contact and medical information (medications, diet, allergies, etc.) for each participant; and
 3. Ensure that a Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) training plan is implemented in accordance with DSHS/DDD Policy 9.07 and includes documentation of training provided to staff, participants, and volunteers.
- B. The Agency shall conduct the following procedures to ensure that any incident involving injury, health, or safety issues is immediately reported to the County and DDD.
1. The Agency shall report any injury or accident, which requires more than simple first aid, and any extraordinary incident that requires intervention by the Agency, to the DSHS/DDD Case Resource Manager (CRM) for the individual involved and to the County. This includes serious physical or emotional harm or potential harm.
 2. The initial notification may be completed through documented telephone calls and/or emails to the County Program Manager (CPM) and the DSHS/DDD CRM.
 3. The Agency shall submit a written report within ten days to the CPM and to the DSHS/DDD CRM.
 4. Serious and emergent incidents shall be handled in accordance with DSHS/DDD Policy 12.01 Incident Management.
 5. The Agency shall maintain documentation that indicates all staff is trained in the implementation of policies, codes, laws, and documents contained and/or referenced in this Contract. Links to RCWs, WACs, and policy references may be found at the DSHS/DDD website: <http://www1.dshs.wa.gov/ddd/counties.shtml>.
- C. The Agency has the right to turn down new referrals and to terminate services to individuals for cause. The Agency shall have written referral acceptance policies and termination policies.
1. The policies shall describe reasons which may lead to rejection of a referral or termination of current service to an individual.
 2. The policies shall contain procedures for appeal on behalf of existing or potential participants in accordance with DSHS/DDD Policy 5.02 NSA.
 3. Upon termination from services, the Agency shall notify the County and the participant's DSHS/DDD CRM.

IV. SOCIAL SECURITY

- A. The Agency shall document annually the type(s) and amount of social security benefit(s) each participant receives. Documentation of the benefit(s) shall be kept in each participant's file.

- B. The Agency shall disseminate annually benefit-appropriate social security information to each participant. The social security information will be provided and updated annually by the County. Evidence that the information has been read and understood by the participant and/or financial advocate shall be kept in each participant's file.
- C. The Agency shall designate a minimum of one staff person as a social security benefit contact person, to be trained annually by the County on social security benefits and work incentives. The staff person shall be identified by the Agency and communicated to the County no later than March 1, 2009. The staff person shall participate in one of four quarterly trainings offered by the County. In the event the social security benefit contact person is no longer available to perform in that capacity, the Agency shall designate a new contact person and notify the County immediately.

V. SERVICE DELIVERY

- A. Services to be purchased by the County with state funds are restricted to King County residents who have been declared eligible by DSHS/DDD and referred to an agency. The Agency may bill for services provided to a resident of another county under the following conditions.
 - 1. The individual has pre-authorization from his/her county of residence.
 - 2. King County has negotiated with the county of residence for funding to cover the costs of the services provided.
 - 3. For all services to be purchased with state funds, the Agency shall have available in each person's file, a copy of the County Service Authorization (CSA) form authorized by a DSHS/DDD CRM indicating the type of service authorized and the provider agency name.
- B. Any change in service shall require a new CSA form from a DSHS/DDD CRM specifying the new service.
- C. Services for adults are available to individuals 21 years or older in accordance with WAC 388, the County Guidelines, the values and principles of integration and increased independence, DSHS/DDD Policy 4.11 County Services for Working Age Adults, the authorized service being purchased by the County, and in accordance with the Budget, Accounting, and Reporting System.
- D. The Agency shall document how it has identified and addressed support needs for each participant.
- E. The Agency shall provide documentation of how services are provided in a natural or integrated environment, or its goal of achieving fully integrated work environments for participants.
- F. The Agency shall evaluate and maintain documentation of the progress for each individual at a minimum of every six months. This is for individuals who are receiving pre-vocational, group supported employment, and person-to-person services.
- G. If the Agency serves individuals with community protection status, it shall meet all qualifications contained in DSHS/DDD Policy 15.03 Community Protection Standards for Employment/Day Programs. This will include:
 - 1. Maintaining commercial general liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate;

2. Having written policies and procedures for serving individuals with community protection issues; and
 3. Ensuring staff participate in required training.
- H. The Agency shall abide by all elements of WAC 388-831 Community Protection Program concerning the delivery of service to persons with a community protection status.
- I. Services delivered by the Agency shall be consistent with the services identified in each individual's employment service plan and the services identified in the ISP for those on the waiver.
- J. Service delivery records shall indicate the training and support to individual participants in the program area(s) identified in the individual's ISP or CSA as appropriate.
- K. The Agency shall cooperate with DSHS/DDD Region 4 and the County's efforts to increase access to services for communities of color and to deliver services in a culturally and linguistically appropriate manner.
- L. The Agency shall respect and support the linguistic and cultural ties of the individual and his/her family in the delivery of services.
- M. The Agency shall coordinate services and resources, as appropriate, to meet the needs of individuals served by the Agency in order to complement and maximize available resources.
- N. In the event the Agency serves a person residing in an Intermediate Care Facility for the Mentally Retarded (ICF/MR), which may be either a Residential Habitation Center or a Community Institution for the Mentally Retarded, the Agency shall maintain a copy of the individual's current support plan in the participant's file and a written agreement with that ICF/MR.
1. The agreement shall describe how the Agency and the ICF/MR will jointly plan and coordinate services on behalf of the ICF/MR resident.
 2. The County Division Director and the DSHS/DDD Regional Administrator shall sign each agreement.
 3. The agreements shall be reviewed with the County on an annual basis.
- O. In the event the Agency subcontracts for services funded under this Contract, it shall be in accordance with Section X Assignment/Subcontracting of the Contract.
1. The Agency shall contract only with County qualified employment providers.
 2. The Agency shall obtain the County's prior written consent to subcontract.
- P. Documentation of service delivery shall be maintained in a manner consistent with professional standards and in a way that an outside examiner can follow the activities and services provided from the written record.

VI. SPECIAL PAYMENT PROVISIONS - TEMPORARY CLOSURES OF PROGRAMS

- A. Programs receiving reimbursement on a fee-for-service basis or on the basis of meeting a minimum monthly service level, may qualify for reimbursement for any closure or substantial non-attendance necessitated by natural causes, disasters, state offered training such as the Ellensburg Conference, or mechanical failures above and beyond the control of the service

provider. In order to qualify for reimbursement, the Agency shall demonstrate that the closure meets one of the following conditions:

1. Weather conditions or other natural causes or public health risks necessitating the closure of public schools in the Agency's catchment area; or
 2. Other conditions, including training events, for which the County has obtained concurrence from the DSHS/DDD Regional Administrator that the closure is necessary.
- B. Fee-for-service reimbursement shall be based on the average units of service provided per participant per day during the service month immediately preceding the month in which the closure occurred. Likewise, the adjusted reimbursement for a minimum service level contract shall be calculated using the service month immediately preceding the month in which the closure occurred. The Agency shall report special payment reimbursements in accordance with instructions provided by the County at the time of billing.
- C. No Federal Title XIX funds may be used to reimburse the Agency for any closure or substantial non-attendance as described in this section.

VII. REPORTING AND EVALUATION REQUIREMENTS

- A. The Agency shall submit monthly a county billing report.
1. The monthly county billing reports are due on or before the tenth working day after the close of the calendar month in which the services were delivered. However, the reports for the month of June are due on or before the fourth working day of the following month.
 2. The reports shall be submitted according to the process and format specified by the County. The Agency shall review the documents for accuracy and completeness prior to submitting them to the County.
- B. The Agency's attendance records and/or service delivery records shall document all services billed to the County.
- C. The Agency shall promptly notify the County and DSHS/DDD CRM of participant termination and program change information.
- D. The Agency shall submit, when required by the County, corrective action plans and corrective action reports in accordance with time frames established by the County. All corrective actions shall be implemented within one year of the monitor's report.

Revenue, Expenditure, and Accounting Reports

1. The Agency agrees to cooperate with the County should revenue and expenditure information be required by the County in the future, and/or if the County seeks financial data related to specific service delivery costs.
2. The Agency shall include by insertion or attachment the following certification in its monthly invoice with signature and date signed by Agency Director or designee.

Vendor's Certificate. I hereby certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise, or services furnished to King County and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, sexual orientation, or Vietnam era or disabled veteran status.

By: _____ Date: _____

3. Final Billing

The Agency shall submit final billings for services provided during the period January 1, 2009 through June 30, 2009, including retroactive adjustments by July 6, 2009, to meet the State of Washington fiscal year-end closeout. Should the Agency not provide the invoices by these deadline dates, the County shall be relieved of all liability for payment of amounts billed in said or in any subsequent invoice monthly reimbursement.

**EXHIBIT VI
SAMPLE CONTRACT
EMPLOYMENT SERVICES**

I. WORK STATEMENT

The Agency shall provide services to eligible individuals in accordance with the terms and conditions described herein and in accordance with Exhibit V, General Requirements-Adult Programs. The Agency shall be reimbursed for such services pursuant to the terms and conditions of this Exhibit. The total amount of reimbursement shall not exceed \$_____ for the period January 1, 2009 through June 30, 2009.

II. PROGRAM DESCRIPTION

A. Goal

Provide job readiness, education, and employment services to help vulnerable youth and adults increase independence and self-sufficiency and lead more meaningful and productive lives.

B. Objective

1. To support individuals with developmental disabilities who are on a pathway to community-based employment.
2. To provide persons with developmental disabilities opportunities to explore community-based employment.
3. To assist individuals to maintain gainful employment and/or self-employment.
4. To increase the percentage of individuals who have earned wages or income while maintaining employment during a calendar year.

C. Eligibility

Individuals eligible to receive services under this Exhibit must meet the requirements specified in Exhibit V, General Requirements-Adult Programs, Section V, Service Delivery.

D. Definitions

1. Employed means an individual working at a job which is in the community and paid at or above the minimum wage.
2. Pathway to Employment is an individual process whereby a person is in pursuit or maintenance of gainful employment in an integrated, community-based environment or engaged in self-employment.
3. Placement, follow-along, and replacement services are those activities undertaken by the Agency on behalf of an individual to facilitate job retention or to place an individual in new employment due to upgrade, consumer choice, or job loss.
4. Self-employment means the individual owns and manages a business in an integrated setting that generates or will likely generate a profit on an annual basis or within three years of start up as documented in a written business plan, which includes elements identified by the United States Small Business Administration.

5. Staff hour is defined as time spent on behalf of the program participant providing services such as planning, assessment, and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations with which the participant is affiliated, job development and placement, transportation training, transportation if necessary, on the job training or other skills training for the participant or employer as necessary for successful employment, coworker training, follow-along services to secure job retention, post employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, completing documentation of a service provided, and time spent traveling to and from participants' community sites.
6. Training means activities to increase job related skills and knowledge to assist the individual to obtain paid integrated community-based work experience and/or secure gainful integrated community-based employment.
7. Volunteer positions are not paid. This may occur only at organizations which:
 - a. Normally utilize volunteers on a routine basis; and
 - b. Are not-for-profit organizations recognized by the State of Washington as such.

In addition, the position in which a person volunteers must be one which is normally "filled" by volunteers. In no case may a person volunteer in a position which is normally a paid position.

E. Program Requirements

1. The Agency shall ensure each authorized person has an individual employment plan that is updated on an annual basis. The Agency shall keep a copy of the initial and updated employment plans for each individual served by the Agency. Each individual's plan shall outline the activities that will be conducted to assist each person to reach their employment goal or maintain current employment. The Agency shall assess and document each person's potential for community-based employment including real and perceived obstacles that need to be addressed in order for the person to be successful in employment. The plan shall be signed by the individual and/or his/her representative.
2. For individuals on a waiver, the Agency shall ensure the level of service identified in each individual's Individual Support Plan (ISP) and agency employment plan is determined by the intensity of their support needs. If additional funding above an individual's waiver lid is needed to meet the individual's support needs, the Agency shall provide to the County and the Region 4 Case Resource Manager (CRM) documentation required to request and obtain State and County approval to provide services beyond the approved level.
3. For state only individuals, the Agency shall ensure the level of service identified in each individual's agency employment plan is determined by the intensity of their support needs. If a high rate is needed to meet a state only individual's support needs, the Agency shall provide to the County and the Region 4 CRM documentation required to request and obtain State and County approval to provide services beyond the approved level. The Agency shall ensure that the funding requests stay within the Agency's budget.

4. The Agency shall provide placement, follow-along, and replacement services as described above in Definitions II.D.3. of this Exhibit for individuals who have paid integrated community-based work.
5. The Agency shall document proof of employment of individuals, including any employment benefits.
 - a. For persons in follow-along services, the Agency shall have on file a pay stub or similar proof of employment for a month falling within the first calendar quarter of the current exhibit period.
 - b. For new employment situations, the Agency shall have on file a copy of a pay stub or similar proof for the first full month of employment for which the Agency is reporting the individual.
6. If an individual loses their employment for whatever reason, the Agency shall notify the individual and/or their representative in writing of the availability of replacement services as specified in the Agency's contract with the County. The Agency shall maintain on file a written replacement plan, signed by the individual and/or their designee. If the individual does not desire replacement services or wishes to be referred to other agencies for services, this shall be noted with documented acknowledgement of the individual.
7. The Agency shall ensure that any individuals in volunteer positions are being utilized in accordance with Department of Labor standards.
8. The Agency shall develop natural supports for participants whenever possible in work settings.
9. The Agency shall notify all participants, their families and/or guardians, and other appropriate individuals or organizations on an annual basis of their obligation to identify all sources of funding appropriate and available to individuals to pay for the cost of service. These sources include, but are not limited to, private pay and work incentive programs established by the Social Security Administration. Proof of notification shall be kept in each individual's file.
10. If the Agency has reason to terminate services or the individual chooses to discontinue services, the Agency shall document all attempts to reach the person. A copy of notification shall be sent to the appropriate Region 4 CRM and to the County. If the individual cannot be reached, then the Agency shall document they have attempted to reach the person and send a copy of the notification to the appropriate Region 4 CRM and to the County.
11. The following conditions apply to Pre-Vocational Services and Group Supported Employment Services.
 - a. The Agency shall make available a minimum of four hours of program services each day, exclusive of lunch, and shall have program services available to participants each day the specific program is open for business.
 - b. If attendance is routinely less than four hours per day, the Agency shall submit a request for County approval.

- c. The Agency shall provide training and supervision of adults with developmental disabilities who are earning wages for productive work or engaged in other paid or unpaid training that shall increase skills and employability.
- d. Work wages shall be based on the appropriate industry accepted norm as documented by time studies determined in compliance with Department of Labor standards.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

The monthly County billing report form and other required reporting documents serve as the Agency's invoice to the County for services rendered. The Agency shall ensure each participant is placed on the appropriate billing report form as coded according to the County Service Authorization (CSA) for services rendered prior to submission to the County for reimbursement. The Agency shall also ensure that the service hours reported on the billing report form for each individual reflects the direct service provided to the individual in pursuit of his/her goals as identified in the individual's annual employment plan. The County may, at its option, withhold reimbursement for any month for which the required reports have not been received, are not accurate, or complete.

B. Method of Payment

The Agency shall be reimbursed monthly according to the following conditions.

1. Reimbursement for each individual is subject to the federal waiver and/or any state only funding requirements.
2. The total amount of reimbursement for Employment Services shall not exceed the amount shown in Section I, Work Statement of this Exhibit.
3. The Agency shall provide at least one staff hour per month per individual for whom they have a fully executed CSA.
4. For individuals on a waiver, the Agency shall provide the level of service identified in each individual's ISP. Monthly reimbursement for each individual served by the Agency shall be based on his or her support needs and determined by the County-authorized maximum annual allocation assigned to the individual using the Tiered Payment Table.
5. For state only individuals, the Agency shall assign each individual to a tier based on his or her support needs. Monthly reimbursement for each individual served by the Agency shall be based on his or her support needs and determined by the County-authorized maximum annual allocation assigned to the individual using the Tiered Payment Table. The Agency's state funds shall be distributed across state only funded participants up to the Agency's contracted amount of state funds.
6. The County shall reimburse the Agency on a fee-for-service basis. One service unit equals one month of meeting minimum service levels in accordance with the Tiered Payment Table provided by the County. An Exception to Minimum Service Level is allowed when the Agency is available to provide services but the individual is unavailable or refuses to participate, or requires less support for the short term. An Exception to Minimum Service Level is not allowed when the Agency is unable to provide adequate staffing to meet minimum service levels, unless approved in advance by the County.

7. The Agency may request an increase or decrease in a participant's rate based on a change in the support needs of a participant. Long-term rate changes can be requested for changes in a participant's ongoing support needs and temporary rate changes can be requested for short-term changes in support needs. The Agency shall submit a Participant Funding Request Form to the County as part of the process for negotiating any rate change and placement to a different tier. A copy of the document shall be kept on file at the Agency.
8. The Agency may request a funding exception for a participant who needs specialized funding for extensive and/or unique support needs. Allowance for exceptional funding for individuals shall be on a case-by-case basis and will depend on the availability of funding and approval by the County.
9. Payments for individuals who are receiving Pre-Vocational Services and also exploring employment opportunities for paid integrated community-based work experience on a regular basis shall be based on a rate agreed to by the County.
10. Reimbursement for services provided to individuals who reside in other counties is based on the rate paid by the other counties.
11. When the Agency receives payment from another source for an individual whom the County reimburses for services, the Agency shall subtract that amount from the unit rate. The revised amount shall be entered as the unit rate for the individual for the months during which payment was received.
12. This requirement and the amount to be subtracted apply only if the reimbursement by the other fund source is for the same service which the County purchases via this Exhibit.
13. If the reimbursement is to purchase extraordinary support, the Agency may bill the County for the normal rate as long as they demonstrate the additional funds, plus the rate, do not exceed actual cost for supports delivered to the individual.

IV. REPORTING REQUIREMENTS

- A. The Agency shall report information on the monthly billing report form as outlined in the 2009 Billing Instructions document that is provided by the County.
- B. Six months after each participant's annual review, the Agency shall submit to the County a report for each participant that includes all of the elements in the Pathway to Employment Six Month Progress Report form. The report shall be completed according to the instructions identified in the Progress Report form. The County will forward the report to Region 4 for distribution to the appropriate CRM. The Progress Report form shall be completed for all individuals authorized to receive the following services:
 1. Person To Person; or
 2. Group Supported/Pre-Vocational Services.
- C. The Agency shall report all Division of Developmental Disabilities eligible persons they are serving on the monthly billing report form. This may include participants for whom the Agency is not claiming reimbursement from the County. In the event the Agency is not claiming reimbursement, the Agency shall enter the appropriate "non-reimbursable funding code" and enter a zero in the units received and unit reimbursement columns of the billing report form. The County, during routine monitoring, may audit this data to ensure accuracy of reporting and appropriateness of coding.

- D. The Agency shall submit a copy of its emergency procedures and plans with the June 2009 billing. These documents must be in accordance with Section XXX Emergency Response of the Contract.