



Department of Community and Human Services  
Community Services Division  
Developmental Disabilities Division  
206-477-9382 TTY Relay: 711

## KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2017/2018

Contractor \_\_\_\_\_  
Project Title Community Youth and Adult Services  
Contract Amount \$ \_\_\_\_\_  
Contract Period From: July 1, 2017 To June 30, 2019  
DUNS No. (if applicable) N/A SAM No. (if applicable) N/A

THIS CONTRACT No. \_\_\_\_\_ is entered into by KING COUNTY (the "County"), and \_\_\_\_\_ (the "Contractor") whose address is \_\_\_\_\_.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	Per published reimbursement schedule	7/01/17 – 6/30/18
FEDERAL Federal Catalogue No.	Per published reimbursement schedule	7/01/17 – 6/30/18
STATE	Per published reimbursement schedule	7/01/17 – 6/30/18
STATE – DVR	Per published reimbursement schedule	7/01/17 – 6/30/18
TOTAL	Per published reimbursement schedule	7/01/17 – 6/30/18

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

### **I. Incorporation of Exhibits**

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

This form is available in alternate formats upon request for persons with disabilities.

Certificates of Insurance/Endorsements  
General Requirements  
Employment and Community Access Services

Attached hereto as Exhibit I  
Attached hereto as Exhibit II  
Attached hereto as Exhibit III

## **II. Term and Termination**

- A. This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2019, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor 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 II.C. (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

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

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

- 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.

### **III. Compensation and Method of Payment**

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
- B. The Contractor 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 Contractor not more than 30 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

### **IV. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

### **V. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

### **VI. Maintenance of Records/Evaluations and Inspections**

- A. The Contractor 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. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain 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 Contractor 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 the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—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 will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor 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 10 working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time 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.
- D. If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor'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 42.56.
- F. The Contractor 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.

## **VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/DCHS/contracts>

## **VIII. Audits**

- A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

- B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION VIII. A.** and receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION VIII. E.**).
- C. Non-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. For-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- E. A Contractor that is not subject to the requirements in **SECTION VIII. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
  - 1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
  - 2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

#### **IX. Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;  
The Contractor shall respond in writing within 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 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

**X. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**XI. Hold Harmless and Indemnification**

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor 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 Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save 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 Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, 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 Term and Termination section.
- C. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save 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 Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor 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 Contractor, 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 reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, 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 County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. 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 Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable 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. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## **XII. Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance as described in **EXHIBIT I.**, 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 Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Examples of coverage types and limit requirements can be found by visiting <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

## **XIII. Assignment/Subcontracting**

- A. The Contractor 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 must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor 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.
- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

- D. The Contractor agrees to include the following language verbatim in every subcontract 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.”

#### **XIV. Nondiscrimination and Payment of a Living Wage**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.
- B. During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/DCHS/contracts>.

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

#### **XV. Conflict of Interest**

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor 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 Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current



contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

- C. The Contractor 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. Contractor 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 Contractor 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.

#### **XVI. Equipment Purchase, Maintenance, and Ownership**

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

#### **XVII. 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 Contractor, 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 Contractor 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 Contractor that are not modified for use in the performance of this Contract.

#### **XVIII. 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.

**XIX. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative 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.

**XXIV. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, 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 that there is a conflict between any of the language contained in any exhibit or 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.

**XXV. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**XXVI. No Third Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**XXVII. Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at <http://www.kingcounty.gov/DCHS/contracts> and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

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**Exhibit I**

**CERTIFICATES OF INSURANCE/ENDORSEMENTS**

**Placeholder – Certificate of Insurance**

## EXHIBIT II

### GENERAL REQUIREMENTS

#### I. CONTRACTOR REQUIREMENTS

##### A. Definitions and Additional General Requirements Incorporated by Reference

1. The definitions applicable to this Contract are at:  
<http://www.kingcounty.gov/DCHS/contracts>
2. The Contractor shall review and comply with the applicable General Requirements associated with this Contract at: <http://www.kingcounty.gov/DCHS/contracts>

##### B. Organizational Requirements

1. The Contractor shall provide Employment and Day Program services to persons determined eligible by the Washington State Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA), subject to the availability of funding, and in accordance with the conditions of the participant's authorized Medicaid Waiver, as applicable.
2. The Contractor will ensure the organization's compliance with the following, which are incorporated by reference:

##### **Washington Administrative Codes (WACs)** – <http://app.leg.wa.gov/wac>

- |         |  |
|---------|--|
| 388-06  | Background Checks  |
| 388-845 | Washington State DSHS/DDA Home and Community Based Waivers |

##### **Washington State Department of Social and Health Services, Developmental Disabilities Administration Policies -** <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

- |      |   |
|------|---|
| 3.01 | Service Plans   |
| 4.11 | County Services for Working Age Adults, as applicable |
| 5.01 | Background Authorizations                             |
| 5.02 | Necessary Supplemental Accommodation                  |
| 5.03 | Client Complaints                                     |
| 5.05 | Limited English Proficiency Clients                   |
| 5.06 | Client Rights   |
| 5.13 | Protection from Abuse: Mandatory Reporting            |
| 5.14 | Positive Behavior Support                             |

5.15	Use of Restrictive Procedures
5.17	Physical Intervention Techniques
6.08	Mandatory Reporting Requirements for Employment and Day Program Services Providers
6.13	Provider Qualifications for Employment and Day Program Services
6.21	Provider Qualifications for Individualized Technical Assistance
7.05	Mortality Reviews
9.07	Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome
13.04	Disability Rights Washington Access to Client Records Maintained by DSHS/DDA
15.03	Community Protection Standards for Employment/Day Programs, as applicable

**The following documents found at:** <https://www.dshs.wa.gov/dda/county-best-practices>

- County Guide to Achieve Developmental Disability Administration's Guiding Values
- DSHS/DDA Criteria for Evaluation
- Disability Rights Washington (formerly Washington Protection and Advocacy System (WPAS)) Access Agreement

**DDA Guiding Values -**

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

**C. Staff Training Requirements**

1. The Contractor shall implement a training plan as required by the DSHS/DDA Criteria for Evaluation, and document, in writing, that all staff members have received training on each of the specific policies referenced within DSHS/DDA Policy 6.13, *Provider Qualifications for Employment and Day Program Services*, Section D. Training shall be completed for new employees, volunteers, and interns at hire, within the timeframes identified in DSHS/DDA policy 6.13. All Staff members shall also receive subsequent annual training on the topics identified in DSHS/DDA policy 6.13.
2. If the Contractor serves participants in the Community Protection Program, additional staff training is required, per DSHS/DDA policy 15.03, Section C.
3. In the event free or low cost community-based training events are not offered or available, the Contractor shall independently arrange, coordinate, and, if necessary,

pay for all required training.

D. Confidentiality

1. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated there under, except:
  - a. As provided by law; or,
  - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
    - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
    - (2) Physically securing any computers, documents, or other media containing the Confidential Information.
2. To the extent allowed by law, at the end of the contract term, or when no longer needed, the Contractor shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the County.
3. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
4. The compromise or potential compromise of Confidential Information must be reported to the County Contact designated on this contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

## II. **IMPLEMENTATION OF AGENCY POLICIES AND PROCEDURES**

- A. As required by the DSHS/DDA Criteria for Evaluation, the Contractor shall implement agency policies related to:
  1. Protecting the confidentiality of private information;
  2. Protection of individual rights;



3. Ensuring equal access for persons who do not speak or have a limited ability to speak or write English; and,
  4. Incident reporting; the policy shall:
    - a. Incorporate the requirements of DSHS/DDA policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Service Providers;
    - b. Require the submission of incident reports to the County within the same timeframes identified in DSHS/DDA policy 6.08;
    - c. State that if the Contractor is notified by DSHS or the County that a staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this Contract; and,
    - d. Include a process for the tracking and analysis of incidents for trends and patterns.
  5. In addition, if the Contractor serves participants in the Community Protection Program, the Contractor is required to have written policies and procedures for serving individuals with Community Protection support needs, as outlined in DSHS/DDA policy 15.03, Section B., 2 (a. – h.).
- B. The Contractor shall implement policies and procedures for the establishment and maintenance of adequate internal control systems; such written documentation shall be provided for information systems, personnel, and accounting/finance, and shall include sufficient detail such that operations can continue should staffing changes or absences occur.

### **III. BACKGROUND CHECKS**

- A. A background criminal history clearance is required at least every three years for all employees, subcontractors and/or volunteers who may have unsupervised access to vulnerable DSHS/DDA clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, Chapter 388-06 WAC, and DSHS/DDA Policy 5.01, *Background Checks*.
- B. If the Contractor elects to hire or retain a current or prospective employee, subcontractor or volunteer after receiving notice the current or prospective individual has a conviction for an offense would disqualify the individual from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County will deny payment for any subsequent services rendered by the disqualified individual provider.
- C. The DSHS Background Check Central Unit shall be utilized to obtain background clearance.
- D. The Contractor shall retain background checks and the associated authorization forms on file, consistent with the record retention requirements of this Contract.

### **IV. REPORTING ABUSE AND NEGLECT**

The Contractor and its staff members are mandated reporters under RCW 74.34.020 (11) and must comply with reporting requirements described in RCW 74.34.035, and RCW 74.34.040 and Chapter 26.44 RCW. If the Contractor is notified by the County or DSHS that a staff member is

cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

## **V. SERVICE ORIENTATION AND DELIVERY**

The Contractor shall:

- A. Provide services to Participants who have been declared eligible by DSHS/DDA and referred to the agency. The Contractor may bill for services provided to a resident of another county when authorized by DDA.
- B. Provide services consistent with the service category identified on each participant's County Services Authorization (CSA), as applicable; changes in service category require an updated CSA, reflecting the new service category.
- C. Provide services that relate to the Individual Service Plan (ISP), DSHS/DDA Assessment including the ISP, and/or Individual Habilitation Plan if the participant resides in an Intermediate Care Facility for Intellectual Disabilities (ICF/ID).
- D. Understand that the agency is not required to transport participants, and the provision of transportation is not a contracted or billable service. If the Contractor transports a participant, the Contractor assumes all associated risk and liability.
- E. If applicable per 42 CFR 483.410, for persons living in ICF/ID facilities, develop a plan and coordinate the Contractor's services with the facility on behalf of the ICF/ID resident. Such plans do not require County approval; however, the written plan shall document mutual agreement of the services to be provided by the Contractor and the facility.
- F. Document service delivery activity in a manner that is verifiable and consistent with applicable service plans.

## **VI. CONTRACT MONITORING**

The Contractor and the County will engage in an onsite visit, at least once per biennium, to evaluate and review services delivered to reasonably assure compliance and quality. The Contractor shall provide information pertaining to this contract, as requested by the County.

## **VII. DISPUTE RESOLUTION**

In the event of a dispute between the parties, the Contractor and the County shall refer to the dispute resolution clause provided on page 6, Section X, and shall follow the dispute resolution process referenced on the DCHS website, <http://www.kingcounty.gov/DCHS/contracts>.

## **VIII. BILLING AND METHOD OF PAYMENT**

### **A. Billing**

The Contractor shall:

- 1. Submit monthly a billing package in a format provided or approved by the County, and review the documents for accuracy and completeness prior to submitting them to the County. Billing information is at <http://kingcounty.gov/DCHS/contracts>.

2. Submit the monthly billing package by the due date specified in a billing schedule provided by the County.
  3. Document all services billed to the County.
  4. Report information on the monthly billing report form as outlined in billing instructions provided by the County.
  5. By signature of this Contract, agrees to assign to the County its Medicaid billing rights for services to DSHS/DDA clients eligible under Title XIX programs.
  6. Utilize the monthly County Billing Report form and other required reporting documents, which serve as the Contractor's invoice to the County for services rendered. The County may, at its option, withhold or recover reimbursement for any month for which the required reports have not been received, are incomplete, or inaccurate.
    - a. Provide employment outcome information with the monthly billing reports.
    - b. Report all DSHS/DDA eligible participants they are serving on the Monthly Billing Report form, including participants for whom the Contractor is not claiming reimbursement from the County.
- B. Method of Payment for Individual Employment (IE), Group Supported Employment (GSE), Pre-Vocational Services (PVS), Community Access (CA), and Individual Technical Assistance (ITA) services.
1. The Contractor shall be compensated monthly:
    - a. Based upon actual service hours provided, up to the maximum authorized hours for each participant;
    - b. On a fee-for-service basis. One service unit equals one hour. An "hour" is at least fifty minutes of direct service. Partial hour to the quarter may be recorded; and
    - c. According to the rate specified in a reimbursement schedule provided by the County. The reimbursement schedule is at:  
<http://kingcounty.gov/DCHS/contracts>.
  2. The Contractor may request an increase or decrease to a participant's service level based on a change in the support needs of the participant. The Contractor shall submit a County-approved service change request form to the County and the appropriate DSHS/DDA Case Resource Manager (CRM). A service change request is effective if approved by the County and authorized by the DSHS/DDA CRM.
  3. For the provision of employment services, the Contractor may request an exceptional service level for a participant who has exceptional and/or unique support needs. All requests shall be submitted to the DSHS/DDA CRM and the County and are subject to approval.
  4. The Contractor shall receive written approval from the County and authorization from the DSHS/DDA CRM prior to providing ITA services.

5. The Contractor shall not request reimbursement from the County when the same services are paid for by the DSHS, Division of Vocational Rehabilitation (DVR) or any other source of public or private funding.

**EXHIBIT III**  
**EMPLOYMENT AND COMMUNITY ACCESS SERVICES**

**I. PROGRAM DESCRIPTION**

**A. Employment Services**

**1. Goal for Participants in Employment Services:**

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.

**2. Objectives for Employment Services**

- a. To support participants with developmental disabilities who are on a pathway to community-based employment.
- b. To assist participants to work towards a living wage and obtain employment that averages 20 hours of work per week or 86 hours per month.
- c. To assist participants to maintain gainful employment and/or self-employment.
- d. To achieve a three percent increase in the number of working age adults earning the current state minimum wage or better in community-based employment.

**B. Community Access**

**1. Goals for Participants in Community Access:**

- a. Provide effective prevention and intervention strategies for those most at risk and most in need to prevent or reduce more acute illness, high risk behaviors, incarceration, and other emergency medical or crisis responses.
- b. Promote greater involvement in the community providing services which focus on personal preference, bridge building, life enrichment, and use of generic facilities and resources.

**2. Objectives for Community Access Services**

- a. Participants enrolled in Community Access shall participate in activities within their community according to preference and interest as identified in the DDA Individual Service Plan, and the annual plan prepared by the Contractor.
- b. Ensure health and safety, promote positive image and relationships in the community, and increase competence and individualized skill building.
- c. Occur individually or in a group of no more 2 or 3 participants with similar interests and needs.

## C. School-to-Work Services

### 1. Goals for Participants in S2W services

- a. Provide job readiness, education, and employment services to help vulnerable youth and adults increase independence, self-sufficiency, and lead more meaningful and productive lives.
- b. Increase collaboration between schools and the adult service systems by establishing agreements of shared responsibility during assessment, job exploration, and paid IE.

### 2. Objectives for S2W services

- a. Increase the number of individuals and their families who are educated about employment opportunities during and after school.
- b. Ensure eligible individuals with disabilities receive services leading to paid community based employment.
- c. Increase the number of individuals with disabilities who are employed before they exit school.
- d. Assist individuals with disabilities to obtain and maintain gainful employment consistent with their employment goal.

## II. **PROGRAM REQUIREMENTS FOR EMPLOYMENT AND COMMUNITY ACCESS SERVICES**

### A. Employment and Community Access services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:

1. Ensuring that the setting is integrated in and supports full access to the greater community;
2. Ensuring that the individual receives services in the community to the same degree of access as individuals not receiving Medicaid Home and Community Based Services (HCBS);
3. Ensuring that the setting provides opportunities to seek employment and work in competitive integrated settings; and
4. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS. These settings are presumed not to be home and community-based.

### B. The Contractor shall:

1. Clearly communicate to the participant, the participant's guardian or Necessary Supplemental Accommodation (NSA), as applicable, and the County, the maximum

service hours per month the participant can expect to receive. This communication shall be documented in writing, and occur prior to beginning a service or implementing a change in service hours. Service changes will not occur until the participant has received proper notification from DSHS/DDA.

2. Develop, distribute and maintain an individualized annual employment or Community Access plan and a six-month progress report for each participant. The annual plan and progress reports shall contain all minimum required elements, as described in the DDA Criteria for Evaluation. The plan and the reports must be signed by the participant and/or legal guardian, and must be distributed to each participant, the assigned DSHS/DDA Case Resource Manager (CRM), and the guardian or NSA, as applicable.
3. Provide up to the maximum monthly service hours identified in each participant's ISP, as authorized by the DSHS/DDA CRM. The maximum monthly service hours will be agreed upon by the DSHS/DDA CRM, the Contractor, the participant, and the participant's guardian, as applicable, and documented in the annual service plan. The amount of service that a participant receives will be based on his/her demonstrated need, acuity level, and work history, per WAC 388-828.
4. Document the delivery of services; such services shall be consistent with the services identified in each participant's annual service plan and Individual Service Plan (ISP).
5. Contact each participant for whom they have a fully executed CSA according to the participant's needs or at least once per month.
6. If the Contractor has reason to terminate services or the participant chooses to discontinue services, notify the participant and the participant's guardian or NSA, as applicable, in writing and complete and send a Service Termination Report to the appropriate DSHS/DDA CRM and to the County. If the participant/guardian cannot be reached, the Contractor shall document that they have attempted to reach the person, and send a copy of the notification to the appropriate DSHS/DDA CRM and to the County.

#### C. Minimum File Documentation

For each participant, the following minimum information shall be reviewed and updated at least annually and placed in the participant's file:

1. Primary contact information for the participant and the participant's guardian or NSA, as applicable;
2. Release(s) of information;
3. For participant's receiving employment services, employment history or volunteer employment history;
4. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service; this information shall be readily available for each participant;
5. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's handbook and/or other intake documents, which are intended to provide the participant and the participant's

guardian, as applicable, with a general overview of the Contractor's scope of services, programs, policies, etc.;

6. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's notification of client rights and notification of the Contractor's participant grievance processes;
7. Signature(s), obtained prior to providing any authorized services, acknowledging that the Contractor has communicated with the participant and the participant's guardian, as applicable, the maximum number of service hours per month that the participant can expect to receive from the Contractor;
8. A copy of the participant's current annual employment or Community Access plan;
9. A copy of the participant's current ISP; and
10. If the participant is in the Community Protection Program, additional file documentation is required, per DSHS/DDA policy 15.03, Section D.
11. If the Contractor is providing S2W services, refer to specific minimum file documentation requirements for S2W service. The requirements may vary, depending upon the specific S2W model(s) that the Contractor is accessing.

C. Additional Requirements for Employment Services

1. If participants in employment services have not obtained paid employment at the state minimum wage or better within the previous 6 months, the Contractor shall:
  - a. Review the progress toward employment goals;
  - b. Provide evidence of consultation with the family/participant; and
  - c. Develop additional strategies with the family/participant, county staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each participant and kept in the client's file(s).
2. If after twelve months the participant remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six month progress report in the next six month progress report. The participant may request to participate in CA activities or the participant may choose to remain in an employment program. When requesting to participate in CA services, the participant shall communicate directly with his or her DSHS/DDA Case Manager. The DSHS/DDA Case Manager is responsible for authorizing CA services.
3. Ensure all participants access DSHS/DVR funding when appropriate.
4. Update and distribute the participant's employment services plan annually, and when significant changes occur, including but not limited to:
  - a. Job loss;



- b. Job start;
  - c. New employment goal or strategy; and
  - d. Change in service category.
- 5. In instances of job loss, complete and send a King County Job Termination Report to the appropriate DSHS/DDA CRM and to the County.
  - 6. When serving participants engaged in self-employment, adhere to the Washington State DSHS/DDA's self-employment policy guidelines. The guidelines are available at: <https://www.dshs.wa.gov/dda/county-best-practices>
  - 7. If the Contractor and the participant determine that ITA services are needed, then the Contractor shall submit a Technical Assistance Request form to the County.
  - 8. In the event that the participant is employed and is actively pursuing the Waiver but is currently ineligible for a CSA, the Contractor may request county funding for up to three months of services provided to the participant. Funding will be approved, on a case-by-case basis, at the County's discretion. Service Gap County Funding shall be billed at the IE hourly rate as established by the County.
  - 9. For participants in IE, where the service provider is also the participant's employer, long term funding will remain available to the service provider/employer for six months after the employee and DSHS/DDA participant's date of hire. At the end of the six month period, if the DSHS/DDA participant continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County issues prior written approval for the service provider to continue to provide long-term supports if needed.
  - 10. Quality Assurance and Service Evaluation

The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include Performance indicators, by acuity, which include:

- a. The number of new jobs;
- b. Job loss and why;
- c. The percentage employed earning minimum wage or better; and
- d. The average number of hours worked.

A copy of such evaluation system shall be provided upon request to DDA and/or the County for review and approval.

D. Additional Requirements for Community Access Services

Community Access service support hours per month will be based on the participant's acuity per Washington Administrative Code 388-828-9310 for all participants who began receiving Community Access services July 1, 2011, and forward. The Contractor shall:

1. Provide services consistent with the requirements identified in the Criteria for Evaluation;
2. Update and distribute the participant's Community Access plan annually, and when significant changes occur, including but not limited to:
  - a. New Community Access goal or strategy;
  - b. Change in service category
3. Ensure services focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
4. Ensure an individual receiving Community Access services will not receive employment support simultaneously.
5. Ensure an individual receiving Community Access services may at any time choose to leave Community Access to pursue work and receive employment support.

### **III. PROGRAM REQUIREMENTS FOR SCHOOL-TO-WORK SERVICES – GENERAL**

#### **A. Eligibility**

1. All participants shall be clients currently eligible to receive services through DSHS/DDA, deemed eligible to receive Medicaid funded services prior to requiring long-term funding, and approved by the County.
2. Participants shall have birthdates between September 1, 1996 and August 31, 1997, and exit a participating school district in June 2018, except with prior written approval from the County.

#### **B. The Contractor shall hold and maintain a current DSHS/DVR Community Rehabilitation Program (CRP) contract for CRP Community Based Assessment, CRP Job Placement, and CRP Intensive Training services.**

#### **C. The Contractor shall interview potential participants, market services to employers and schools on behalf of individuals, and provide non-client-specific job development. These activities shall be documented. For each participant, the Contractor shall:**

1. Review with participants and their guardians, as applicable, the terms of the Student/Agency Agreement to participate in the S2W program, with an emphasis on a shared commitment to beginning paid employment prior to leaving school.
2. Obtain participant and guardian signatures, as applicable, on the Student/Agency Agreement form, located at <http://kingcounty.gov/DCHS/contracts>. Submit the Student/Agency Agreement to the County prior to the month of the service start date. To ensure service authorization, the Student/Agency Agreement form should be submitted to the County 30 calendar days prior. A copy of the form shall also be maintained in the participant's file.

3. Inform all participants, their families and/or guardians, and other appropriate individuals or organizations of the obligation to identify all sources of funding appropriate and available to assist individuals in paying for the cost of services. Proof of notification shall be kept in the participant's file.
4. Assist the student and their primary support person to engage with DSHS/DVR services as applicable, as requested by the participant or the County.
5. Identify an employment support team, referred to hereafter as an Inter-Agency Team (IAT). The team shall include the student, primary support person, and representatives as available and applicable from the District, the Contractor, DSHS/DDA, DSHS/DVR and other key individuals and agencies supporting the participant to obtain a paid job in the community. Contact information and the affiliation of team members shall be maintained in the participant's file.
6. Complete a written employment services plan, in collaboration with available members of the IAT, which clearly describes the services the Contractor and other members of the IAT will provide beginning the month of the start date documented on the Student/Agency Agreement Form. The resulting plan shall be maintained in the participant's file, and shall:
  - a. Be distributed in lieu of the Contractor's first monthly report in compliance with the S2W Billing and Reporting Requirements located at <http://kingcounty.gov/DCHS/contracts>;
  - b. Describe the participant's initial areas of interest for employment including the hours of work per week the participant is seeking;
  - c. Establish clear expectations about the delivery of necessary Discovery and Assessment consistent with the S2W services definitions located at <http://kingcounty.gov/DCHS/contracts>, including other services as applicable to Individual Supported Employment;
  - d. Include the frequency and preferred method of communication between the Contractor and other members of the IAT;
  - e. Document meeting dates and list of attendees; and
  - f. Include participant and/or his/her guardian signatures, as applicable.
7. Make at least one face-to-face contact per month per participant for whom they have assigned responsibility. Exceptions to this requirement shall have written approval from the County. The Contractor shall document all face-to-face contacts and any exceptions provided by the County; such information shall be kept in each participant's file.
8. Complete assessment activities within four months of the start date indicated on the Student/Agency Agreement Form.

9. Conduct assessment activities in integrated, individualized, community-based work settings, except with the consent of the IAT and written approval from the County.
10. Request a written extension from the County if assessment activities cannot be completed within four months.
11. Provide a completed S2W Assessment Summary form located at <http://kingcounty.gov/DCHS/contracts> upon completion of assessment activities. The report shall be distributed to the IAT in compliance with the S2W Billing and Reporting Instructions located at <http://kingcounty.gov/DCHS/contracts>.
12. Update the written employment services plan, in collaboration with available IAT members, when advancing to Job Placement, Intensive Training, and other applicable Individual Employment services. The plan shall be updated within the month following the completion of assessment activities, maintained in the participant's file, and:
  - a. Establish clear expectations about the delivery of necessary Job Placement and Intensive Training services consistent with the S2W services definitions located at <http://kingcounty.gov/DCHS/contracts>, including other services as applicable to Individual Supported Employment;
  - b. Add a completed S2W Employment Goal form located at <http://kingcounty.gov/DCHS/contracts>;
  - c. Update the frequency and preferred method of communication between the Contractor and other members of the IAT;
  - d. Document meeting dates and list of attendees; and
  - e. Include participant and/or his/her guardian signatures, as applicable.
13. Submit job start information electronically to the County, and as applicable to the DSHS/DVR Counselor, upon official hire with an employer. Where a job start occurs within an assessment activity, the Contractor shall complete a S2W Assessment Summary form and update the written employment services plan in accordance with Exhibit III, Section III. C. 6 and 11.
14. Consult the IAT and update the participant's employment services plan if a participant loses their employment.
15. Consult with the County S2W Program Manager, DSHS/DVR Counselor as applicable, and IAT members as available where it appears that S2W services may not continue during or after the end of the school year:
  - a. If discontinuance of service is the final determination, provide a document of service termination to the participant and maintain a copy in the participant's file. If the participant cannot be reached, then the Contractor shall demonstrate they have attempted to reach the client (for example: by evidence of a registered letter receipt retained in the participant's file).

- b. Document the termination date and code on the S2W Billing Invoice package.
- 15. Comply with the S2W Exit and CSA Process located at <http://kingcounty.gov/DCHS/contracts>. Formal exit from the S2W Program and funding coordination for participants continuing employment services is contingent on County coordination with DSHS/DDA and DSHS/DVR as applicable. The S2W Exit and CSA Request Form located at <http://kingcounty.gov/DCHS/contracts> shall be kept in the participant's file.
- 16. Identify, in collaboration with the District, eligible participants with birthdates between September 1, 1997 and August 31, 1998, who are exiting a King County school district in 2019. These activities shall be documented through staff logs, case notes, or other similar documents.

#### **IV. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – DISTRICT**

- A. S2W Services using the District model shall comply with the program requirements in the S2W Services general model, in addition to the requirements of the District model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. All participants must be identified through the participating School District (the District) and approved by the County.
- C. The Contractor shall:
  - 1. Work with the District(s) to identify and assign employment consultant(s) based on a 40-hour per week 12-month position(s) dedicated to District model services, as specified on the S2W Payment Schedule located at <http://kingcounty.gov/DCHS/contracts>, and as negotiated with the County. The employment consultant(s) will meet with the District to identify and coordinate shared responsibility with respect to providing CRP Community Based Assessment, Job Placement, and Intensive Training services to participants. These activities shall be documented through staff logs, case notes, or other similar documents.
  - 2. Notify King County of staffing changes: such notification shall occur within 1 business day.
  - 3. Serve all <insert applicable Districts> District referred eligible participants for whom the Contractor shall be responsible to assess for employment and place in permanent paid employment.
  - 4. Collaborate with each District to gain familiarity with younger students and assist the District, as appropriate, to establish meaningful community-based work experiences or paid employment for younger individuals enrolled in the District's program.

**V. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – PROJECT SEARCH**

- A. S2W Services using the Project SEARCH model shall comply with the program requirements in the S2W Services general model, in addition to the requirements of the Project SEARCH model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. All participants must be identified through the Seattle School District accepted by <insert project search title> Project SEARCH, and approved by the County.
- C. The Contractor shall:
  - 1. Work with the District to identify and assign employment consultant(s) based on a 40-hour week 12-month position(s) dedicated to Project SEARCH model services, as specified on the S2W Payment Schedule located at <http://kingcounty.gov/DCHS/contracts> and as negotiated with the County. The employment consultant(s) will meet with the District to identify and coordinate shared responsibility with respect to providing CRP Community Based Assessment, Job Placement, and Intensive Training services to participants. These activities shall be documented through staff logs, case notes, or other similar documents.
  - 2. Notify King County, in writing, of staffing changes; such notification shall occur within 1 business day.
  - 3. Serve all District referred eligible participants; the Contractor shall provide an employment assessment and place in permanent paid employment.

**V. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – AGENCY COLLABORATIVE**

- A. In addition to the objectives identified in Exhibit III, Section I C. 2., Objectives for School-to-Work Services, the Agency Collaborative model addresses the following additional objectives:
  - 1. Assist individuals with the most significant disabilities to obtain and maintain gainful employment.
  - 2. Increase collaboration among Employment Contractors to identify and implement best practice methods for providing employment services for individuals who require support differently than what is offered within current service models.
  - 3. Create replicable processes for the development of new approaches to obtaining employment for individuals who require different support services than what is offered within the current County S2W transition models.
- B. Contractors providing S2W services using the Agency Collaborative model shall comply with the program requirements in the S2W services general model, in addition to the requirements of the Agency Collaborative model.

C. Meet eligibility requirements in Exhibit III, Section III. A. 1. and:

1. Eligible participants must want paid community based employment, participating in all phases of the Agency Collaborative model.
2. All participants must attend a school district (District) participating in the Agency Collaborative model and be identified by the District, and the County, as having support needs that would be better served through this model in achieving employment.
3. Except with prior written approval from the County, participants shall have birthdates between:
  - a. September 1, 1996 and August 31, 1997, and exiting a participating school district in June 2018.
  - b. September 1, 1997 and August 31, 1998, and exiting a participating school district in June of 2019.
4. The Contractor shall have participated in at least one S2W Agency Collaboration or shall have a minimum of 2 years providing General Model S2W services and meet the current S2W average for employed participants with high acuity (2014: 41%).
5. The Contractor shall participate in District hosted face-to-face project meetings in order to identify and coordinate responsibilities and services that promote the successful employment of all students. These activities are documented through staff logs, case notes, or other similar documents.
6. The Contractor shall participate in all County hosted S2W training and collaboration meetings except with prior written approval from the County.
7. Where other Contractors are not participating within the District, or where across District collaboration is not possible or practical, the Contractor shall negotiate a collaboration plan with the County that may include technical assistance or other collaborative support.
8. The Contractor shall collaborate with other participating Contractors within each district or across districts as applicable and focus on necessary activities that support Assessment, Job Placement, Intensive Training, and other Individual Supported Employment services. Collaboration shall include but not be limited to:
  - a. Direct serve staff holding at least two service collaboration meetings, including one in person, per month on behalf of the Contractors' mutual student cohort.
  - b. Negotiating shared service obligations to meet the participant's needs.
  - c. Resolving issues directly with the other party or parties, including each party's management structure, should any dispute arise out of this arrangement to settle the relevant dispute. If the dispute cannot be settled then any party may contact the County to review the dispute and all parties must work in good

faith with the County to come to a quick and amicable resolution. The County's decision is binding on all parties.

9. A description of all monthly collaborations, including service meetings and informal contacts must be included in the monthly report with sufficient high-level information about each student's progress.
10. For each participant, the Contractor shall:
  - a. Make at least two face-to-face contacts per month per participant for whom they have assigned responsibility. Any exception to this requirement shall have written approval from the County. A record of this shall be included in the monthly report.
  - b. Request additional technical assistance to address complicated support needs that serve as a barrier to completing Assessment, Job Placement, or Intensive Training Services. Each request shall be documented on the County Technical Assistance Request Form and provided to the S2W Program Manager.
11. The Contractor shall identify, in partnership with the District and S2W Program Manager, eligible participants with birthdates between September 1, 1997 and August 31, 1998, who are exiting a King County school district in 2019, or who have birthdates between September 1, 1998 and August 31, 1999, who are exiting a King County school district in 2020, and who may best benefit from the S2W Collaborative model. These activities shall be documented through staff logs, case notes, or other similar documents.

## **VII. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – ACHIEVE**

- A. The ACHIEVE model shall comply with the program requirements in the S2W services general model, in addition to the requirements of the ACHIEVE model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. and approved by the County.
- C. The Contractor shall:
  1. Identify and accept participants for the 2017 – 2018 school year who shall maintain enrollment at Highline College, and be supported by the Contractor's staff to:
    - a. Attend classes offered by the Contractor;
    - b. Participate in community-based activities to facilitate employment; and/or
    - c. Maintain paid community-based employment.
  2. Collaborate with school personnel to establish a participation agreement specifying responsibility of each party for student services. A copy of the participant's agreement shall be kept in their file.



## **VIII. SCHOOL-TO-WORK REPORTING, BILLING, AND METHOD OF PAYMENT**

### **A. Billing and Reporting**

1. A modified monthly billing and reporting package provided by the County shall serve as the Contractor's invoice to the County for services rendered.
2. The Contractor shall complete the monthly billing and data reporting package and comply with the S2W Billing and Reporting Requirements. Located at <http://kingcounty.gov/DCHS/contracts>.
3. The County, at its option, may withhold reimbursement for any month in which the S2W Billing and Reporting Requirements are not followed or are incomplete, or where required individual monthly summaries have not been received, are incomplete, or are inaccurate.

### **B. Method of Payment**

1. The Contractor shall be reimbursed for meeting minimum program requirements, as defined above, according to the S2W Payment Schedule, located at <http://kingcounty.gov/DCHS/contracts>.
2. In the event that the Contractor cannot meet minimum program requirements within a month, but wishes to bill for monthly services, the Contractor must submit a written request documenting the delivery of comparable services. This written request must be submitted with the billing invoice package and shall be approved or denied at the County's discretion.
3. If other funds become available to pay for services covered in this Exhibit during the course of delivery of service, the County shall be notified and payments or payment schedules may be modified, as appropriate.