



Department of Community and Human Services
Developmental Disabilities &
Early Childhood Supports Division
Prenatal to Five Section
(206) 852-4197 TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2019/2021

Contractor «Contractor»
Project Title Early Support for Infants and Toddlers (ESIT) Services
Contract Amount \$ Per published reimbursement schedule
Contract Period From: July 1, 2019 To June 30, 2021
DUNS No. (if applicable) N/A SAM No. (if applicable) N/A

THIS CONTRACT No. «Contract_No.» is entered into by KING COUNTY (the “County”), and «Contractor» (the “Contractor”) whose address is «Address».

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES |
|-----------------|--------------------------------------|----------------------|
| COUNTY | Per published reimbursement schedule | 7/1/2019 – 6/30/2020 |
| FEDERAL | Per published reimbursement schedule | 7/1/2019 – 6/30/2020 |
| STATE | Per published reimbursement schedule | 7/1/2019 – 6/30/2020 |
| TOTAL | Per published reimbursement schedule | 7/1/2019 – 6/30/2020 |

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:

| | |
|--|---------------------------------|
| <u>Certificates of Insurance/Endorsements</u> | Attached hereto as Exhibit I |
| <u>General Requirements</u> | Attached hereto as Exhibit II |
| <u>Early Support for Infants and Toddlers Services</u> | Attached hereto as Exhibit III |
| [Insert Additional Exhibits] | Attached hereto as _____ |
| ESIT Evaluation Plan | Attached hereto as Attachment A |
| <u>Business Associate Agreement</u> | Attached hereto as Attachment B |

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

II. Term and Termination

- A. This Contract shall commence on July 1, 2019, and shall terminate on June 30, 2021, 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-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more during the Non-Federal entity's fiscal year in Federal awards, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

VIII. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION 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.**).

- B. 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 internal financial statements.
- C. 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 internal financial statements.
- D. 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.
- E. Send applicable audits, statements or forms per Sections A – E above to:
KC.Chris@kingcounty.gov.

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 this section including the link below, 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. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. 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 or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific 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. Evidence of Insurance and endorsements shall be provided as described in EXHIBIT I.

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 equitably, 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 <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.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.

XXVIII. 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.

XXVIII. Emergency Response Requirements

Within three months of the execution of the contract, the Contractor shall prepare and submit to the County the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to contractor operations such as a work stoppage.
- B. Continue operations during a prolonged even such as a pandemic.

By signing this contract, the contractor certifies they have read and agree to the additional emergency response requirements at the DCHS website at <http://www.kingcounty.gov/DCHS/contracts>

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

INTENTIONALLY BLANK PAGE

EXHIBIT I
«Contractor»
CERTIFICATES OF INSURANCE/ENDORSEMENTS

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

EXHIBIT II
«Contractor»
GENERAL REQUIREMENTS

I. CONTRACTOR REQUIREMENTS

A. Definitions and Additional Contract Requirements Incorporated by Reference

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

B. Organizational Requirements

1. The Contractor shall provide services to children determined eligible in accordance with the policies and procedures of Washington State Department of Children, Youth and Families, Early Support for Infants and Toddlers (DCYF/ESIT) and the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA).
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>

- | | |
|---------|--|
| 110-400 | Early Support for Infants and Toddlers Program |
| 110-06 | DCYF Background Checks |
| 388-06 | Background Checks |

Revised Code of Washington (RCW) – <https://apps.leg.wa.gov/rcw/default.aspx>

- | | |
|--------|---|
| 43.216 | Department of Children Youth and Families – Early Intervention Services (570-576) |
| 43.43 | Background Checks (830-840) |

**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 |
| 5.01 | Background Check Authorizations |
| 5.05 | Limited English Proficiency Clients |
| 5.06 | Client Rights |
| 5.19 | Positive Behavior Support for Children and Youth |

- 6.08 Incident Management and Reporting Requirements for County and County Contracted Providers
- 6.13 Provider Qualifications for Employment and Day Program Services
- 7.05 Mortality Reviews
- 13.04 Disability Rights Washington Access to Client Records Maintained by DSHS/DDA

DCYF Policy 6800. Background Checks:

<https://www.dcyf.wa.gov/6000-operations/6800-background-checks>

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

- County Guide to Achieve DDA Guiding Values
- 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>

The following documents found under DDECSD, Prenatal to Five, ESIT Contract Requirements at: <http://www.kingcounty.gov/operations/DCHS/contracts>

- Individuals with Disabilities Education Act (IDEA), Part C
- Federal Certifications and Assurances
- ESIT Practice Guides
- Early Intervention Program for Infants and Toddlers with Disabilities: Final Regulations
- OMB Uniform Guidance Subpart E (2 CFR § 200)
- Washington State's Federally Approved State Plan
 - Part I Washington State's Part C of IDEA, Grant Application
 - Part II Washington's State ESIT Policies and Procedures, Methods, Descriptions, and Assurances
- Family Educational Rights and Privacy Act (FERPA)
- Freedom of Information Act, 5 U.S.C. § 552

3. Staff Training and Credentialing Requirements

- a. Contractors shall orient and train ESIT providers on current DCYF/ESIT policies, procedures and other guidance documents.
- b. Family Resources Coordinators (FRC) shall complete the FRC Training and any additional required training, as described in the FRC Training Requirements; a copy of this document is available at <http://kingcounty.gov/DCHS/contracts>.
- c. Individuals who process referrals shall complete FRC Year One Introductory Modules prior to providing an overview of the ESIT process and/or Part C procedural safeguards information to families.
- d. The Contractor is encouraged to review the DCYF/ESIT Basic Part C modules (found at <http://ectacenter.org/wamodules/wamodules.asp>), DCYF/ESIT resource materials, and participate in DCYF/ESIT and County-sponsored training opportunities.
- e. All providers shall complete Child Outcome Summary (COS) modules 1 through 4 and complete the quizzes within the first three months of providing services. The Contractor shall ensure score sheets are collected and kept on file. The modules can be found at <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>
- f. All direct service supervisory staff shall complete the ESIT COS Training Modules 1 through 6 and complete the quizzes for Modules 1 through 6 within three months of contract execution. The Contractor shall ensure score sheets are collected and kept on file. The modules can be found at <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>
- g. The Contractor shall disseminate DCFY/ESIT resource materials and invite participation in other training opportunities.
- h. The Contractor shall ensure that all staff members are properly licensed (https://www.dcyf.wa.gov/sites/default/files/pdf/esit/Qualified_Personnel_Guidelines.pdf) and/or certified within the State of Washington, as related to the Contractor's credentialing requirements, and consistent with the requirements of the Washington State Federally Approved Plan; documentation of required credentials will be kept on file.
- i. The Contractor shall provide clinical supervision of practitioners through the following supervisory functions:
 - i. Direct observations of service delivery;
 - ii. Review of child/family records;
 - iii. Performance appraisals of practitioners; and
 - iv. Training/technical assistance of practitioners and other applicable providers.

- j. The Contractor shall implement a training plan, and document, in writing, that that before working unsupervised with any clients all employees, volunteers and interns have received training on the applicable policies referenced within DSHS/DDA Policy 6.13, Section C. within the timeframes identified in DSHS/DDA Policy 6.13. Trainings shall be repeated annually or when policies are updated.
 - k. Per DSHS/DDA Policy 6.13, the Contractor shall ensure that before working unsupervised with any clients all employees, volunteers, and interns have:
 - i. Training on client confidentiality; and
 - ii. Current First Aid, Blood Borne Pathogens and CPR training.
 - l. In the event that 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.
 - m. The Contractor will maintain a list of individuals that participate in required trainings (COS Modules, FRC Trainings, DDA policies, First Aid, Blood Borne Pathogens, CPR, etc.) and make available upon request
4. Confidentiality of DCYF Information
- a. Scope of Protection

This Section applies to data, information, or materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by the DCYF, the Contractor, or subcontractors. Such data, information, and materials shall include, but is not limited to, all confidential information.
 - b. Use of Confidential Information
 - i. For data and confidential information collected, used, or acquired in connection with this Contract the parties shall comply with the following:
 - a) All federal and state laws and regulations, as currently enacted or revised, regarding data and confidential information protection, security, and electronic interchange; and
 - b) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of data and confidential information.
 - ii. The DCYF does not warrant or guarantee the accuracy of the data or confidential information provided pursuant to this Contract. The Contractor/subcontractor understands all the risks

and liabilities of the use and misuse of the information provided pursuant to this Contract.

c. Information Technology Security Standards

- i. The Contractor shall assure that its security practices and safeguards for DCYF data meet Washington State Office of the Chief Information Officer (OCIO) IT Standards provided and maintained in the following URL:
<https://ocio.wa.gov/policy/securing-information-technology-assets-standards>
- ii. The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information. The Contractor/subcontractor shall make the data and confidential information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

d. Confidentiality Protection

To safeguard the confidentiality of all confidential information and in addition to the requirements contained in this Section the Contractor/subcontractor shall:

- i. Ensure that the Contractor, the Contractor's staff, subcontractors, and the subcontractors' staff use confidential information solely for the purposes of accomplishing the services set forth in this Contract.
- ii. Limit access to confidential information to the Contractor's staff and subcontractors' staff requiring access for performance of their assigned duties.
- iii. Submit to the County the Statement of Confidentiality and Non-Disclosure Agreement, signed by the Contractor's staff person(s) who will have access to any personally identifiable information (PII) or data regarding clients who are provided ESIT services; and, maintain on file the Statement of Confidentiality and Non-Disclosure Agreement(s), signed by the Contractor's agents, if any.
- iv. Notify its staff person(s) and ensure its subcontractors notify the subcontractors' staff person(s) of the requirements of this Section, and:

The Contractor/subcontractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).

- v. Ensure that confidential information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- vi. Maintain a written record of parties obtaining access to records collected, obtained or used under Part C (except access by parents and authorized employees of the Contractor or provider), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the child's record.
- vii. Ensure that confidential information is protected from loss and from unauthorized physical or electronic access.
- viii. Retain child records for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later. Records retention must meet Secretary of State standards for state agencies.

Exception: Records must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable; however, a permanent record of a child's name, date of birth, parent contact information (including address and phone number), names of service coordinator(s) and ESIT provider(s), and exit data (including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation.

- ix. Destroy all confidential information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the confidential information is no longer used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 27 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of confidential information, confidential information required to be destroyed under this section must be destroyed as follows:
 - a) For paper documents containing data, but not confidential information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - b) For paper documents containing Confidential Information requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.

- c) If data or confidential information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - d) If data or confidential information has been stored on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating or crosscut shredding.
 - e) If data or confidential information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
 - f) USB flash drives, portable hard disks, or similar disks), the data recipient must destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
- x. Complete and deliver to the County a signed Certification of Data Disposition within fifteen calendar days after the completion of the requirements contained in Exhibit II, section I.B.4.d.ix.
 - xi. Protect paper records by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
 - xii. Immediately notify the County after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure. The Contractor/subcontractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless the DCYF for any damages related to a breach of security by their officers, directors, employees, subcontractors or agents.
- e. Confidentiality Breach

In the event of a breach by the Contractor of this Section and in addition to all other rights and remedies available to the County, the County may elect to do any of the following:

- i. Terminate the Contract;
 - ii. Require that the Contractor return all confidential information to the County;
 - iii. Require that the Contractor destroy all confidential information so it cannot be accessed by unauthorized individuals and cannot be recovered; or
 - iv. Suspend the Contractor's on-line access to accounts and other information.
- f. Method of Transfer

All data transfers to or from the Contractor shall only be made by using DCYF approved secure transfer methods established for that specific data.

- g. Public Disclosure
 - i. Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the data is responsible for informing the other party what it considers confidential.
 - ii. If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.
- h. Access to Data

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

5. Confidentiality of DSHS information

- a. The Contractor/subcontractor 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:
 - i. As provided by law; or

- ii. 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:
 - a) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b) Physically securing any computers, documents, or other media containing the Confidential Information.
 - c) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data even if the Data is encrypted.
- b. To the extent allowed by law, at the end of the contract term, or when no longer needed, the Contractor/subcontractor shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the County.
- c. 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.
- d. The Contractor shall:
 - i. Ensure the security of Confidential Information;
 - ii. Use a Trusted Network when available;
 - iii. Require staff to have authorization to access the Data, and to maintain physical control of Portable Devices and Media with DSHS Confidential information when transporting outside of a Secure Area, even if the Data is encrypted;
 - iv. Encrypt data when transporting data containing DSHS Confidential Information outside a Secure Area.
- e. The Contractor and its staff and any subcontractors and their staff shall comply with the DSHS Data Security Requirements available at:
<http://www.kingcounty.gov/DCHS/contracts>

The provisions of the DSHS Data Security Requirements incorporated above are modified as shown:

- i. Section 1 Definitions, item e, "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2021 for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the advance Encryption Standard (AES) must be used if available; and
- ii. Section 4 Authorization, Authentication, and Access, item h, (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point. All contractors must be in compliance by 6/30/2021.

II. IMPLEMENTATION OF AGENCY POLICIES AND PROCEDURES

- A. The Contractor shall implement policies and procedures according to the DSHS/DDA Criteria for Evaluation and DDA policies referenced in this contract.
- B. The Contractor shall establish and implement written internal policies and procedures, within ninety (90) days of contract execution or as determined by DCYF ESIT, that comply with federal, state and county requirements, including WACs and ESIT Policies and Procedures. These internal policies and procedures shall be on hand and available upon request and shall include but not be limited to the following:
 1. Enrollment process (e.g. child find and public awareness, referral, screening, evaluation and assessment, and Family Resources Coordination).
 2. Early intervention service provision (e.g. timely service provision, natural environments, evidence-based practices, twelve (12) month services, transition).
 3. Procedural safeguards (parent rights, prior written notice, consent, confidentiality) and dispute resolution requirements.
 4. Personnel (e.g. maintaining adequate staffing, providing clinical supervision, ensuring compliance with personnel standards, personnel development [training and technical assistance], conflict of interest, and background checks).
 5. Administrative and fiscal management of the agency including effective internal controls and accountability over funds and property. The internal written procedures shall ensure all expenditures conform to the terms and conditions of the contract as well as generally accepted accounting principles, and must include sufficient detail such that operations can continue should staffing changes or absences occur.

III. CONFLICT OF INTEREST

Contractors agree to avoid situations that create a conflict of interest. A conflict of interest is defined as a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity, for example: A provider employed or under contract through an early intervention program refers an enrolled child to their outside business for services not outlined on the Individual Family Service Plan (IFSP) would present a conflict of interest.

IV. BACKGROUND CHECK

- 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 children and vulnerable adults, in accordance with RCW 43.43.830-840, WAC 110-06 and 388-06, DSHS/DDA Policy 5.01 and DCYF Policy 6800.
- B. An individual who has a background containing any of the permanent convictions on the Secretary's list, WAC 110-06-0120(1), will be permanently disqualified from having unsupervised access to children receiving ESIT services.
- C. An individual who has a background containing any of the nonpermanent convictions on the Secretary's list, WAC 110-06-0120(2), will be disqualified from having unsupervised access to children receiving ESIT services for five years after the conviction date.
- D. 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 children or vulnerable adults then the County will deny payment for any subsequent services rendered by the disqualified individual provider.
- E. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- F. 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

- A. The Contractor and its staff members are mandated reporters under RCW 26.44.030(1) and 74.34.020(14) and shall comply with reporting requirements described in RCW 26.44.030, 74.34.035, and 74.34.040.
- B. If the Contractor is notified by the County, the DCYF, 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 unsupervised services to children and vulnerable adults under this Contract.

VI. CONTRACT MONITORING

The Contractor and the County will engage in onsite visits to assess the Contractor's compliance with reasonably expected levels of performance, quality, and practice. Monitoring will be completed in accordance with the applicable frequency, as prescribed by DCYF/ESIT and DSHS/DDA. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

VII. DISPUTE RESOLUTION

In the event of a dispute between the parties of this Contract, the Contractor and the County shall refer to the dispute resolution clause provided on page 5, Section X, and shall follow the DSHS dispute resolution process referenced on the King County DCHS website, <http://www.kingcounty.gov/operations/DCHS/contracts>

VIII. SUBCONTRACTING ESIT SERVICES

In addition to all other subcontracting requirements of this Contract, when subcontracting ESIT services to providers who do not hold a current King County ESIT contract, the Contractor shall:

- A. Ensure Subcontractor services are delivered according to Part C and this Contract, and
- B. Demonstrate subcontracted ESIT providers are meeting all requirements as outlined in this Contract

IX. FISCAL MANAGEMENT

The Contractor shall:

- A. Enroll all eligible children in the Developmental Disabilities Administration (DDA);
- B. Bill and collect third party sources (e.g. Medicaid and other public and private insurance) and parent fees in accordance with ESIT System of Payments and Fees Policy and Procedures or contract with a third party billing entity;
- C. Use funds efficiently and effectively to contain costs and provide high quality services that meet the needs of children and families and complies with Part C requirements; and
- D. Ensure all expenditures meet the federal cost principles including a number of general factors that affect the allowability of all expenditures, linking the necessity, reasonableness, and allocability of the expenditures as a direct charge to the Contract.

X. INVENTORY MANAGEMENT

As it relates to Part C and Education Legacy Trust Account (ELTA) funds, the Contractor shall:

- A. Maintain a list of all inventory purchased in whole or in part with these funds with unit costs of \$500 or greater, including:
 - 1. Computer systems, software, laptop and notebook computers, and other approved office equipment;
 - 2. Communications and audio-visual equipment;

3. Cameras and photographic projection equipment;
 4. Therapy appliances; and
 5. Other assets identified by the Contractor as vulnerable to loss.
- B. Include the following in this inventory list and supporting records, if applicable:
- Description of the asset, manufacturer or trade name, quantity, serial number, inventory control number, acquisition date, order number from purchasing document, total cost or value at time of acquisition, ownership status (for example if shared by multiple funding sources), depreciation for capital assets, locations of item, useful life (in years), disposal date, method of disposal and salvage value.
- C. Request approval from the County prior to selling or disposing of equipment from this inventory list, and DCYF shall have the option of recapturing the equipment.
1. If approval is given for the sale of the equipment, the Contractor shall use the income for ESIT services.
 2. If the Contractor ceases provision of ESIT services, the Contractor shall transfer title and return any equipment purchased all or in part with these funds, or the proceeds from the current market-value sale of such equipment, at DCYF's discretion.
 3. If the Contractor ceases provision of ESIT services at a site or Subcontractor, the Contractor shall transfer equipment purchased all or in part with these funds, or the proceeds from current market-value sale of such equipment to another ESIT site or return to DCYF.
- D. Use any property purchased with these funds for the performance of this Contract only, unless otherwise provided herein or approved by the County and DCYF.

XI. 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.
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. The monthly County Billing Report form and other required reporting documents 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.

B. Method of Payment for Early Support for Infants and Toddlers Services

1. The Contractor shall be reimbursed monthly according to the rate specified in a Payment Table provided by the County. The Payment Table is at <http://kingcounty.gov/DCHS/contracts>
2. The Contractor shall not request reimbursement by the County when the same services are paid for by any other source of public or private funding (excluding charitable contributions).
3. The Contractor may bill for services provided to a resident of another county if the Contractor does hold a current contract with the other county.

XII. FINANCIAL AND PROGRAMMATIC REPORTING REQUIREMENTS

Reporting Requirements for Early Support for Infants and Toddlers Services

The Contractor shall:

- A. Provide information pertaining to this Contract, as requested by the County.
- B. Report all DSHS/DDA eligible participants they are serving on the Monthly Billing Report form. This may include participants for whom the Contractor is not claiming reimbursement from the County.

XIII. FORCE MAJEURE

- A. "Force Majeure" means an event or events beyond the parties' reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Agreement. Force Majeure events may include, but are not limited to: Acts of God or Nature, war, civil commotion, acts or threats of terrorism, epidemics, fire, flood or other casualty, labor difficulties, shortages of labor or materials or equipment, delay by government or regulatory agencies, and/or unusually severe weather.

B. Force Majeure

Neither party shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure event. Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure.

Upon written notice and request from Contractor, and written approval by the County, should Force Majeure events prevent the completion of the Contractor's deliverables or performance commitments, an extension of time to complete such commitments may be granted.

Each party shall continue to perform its remaining contractual obligations to the extent reasonably practicable. Contractor will be compensated for any partial work completed in accordance with the terms of this Contract. With the prior, written approval of the

County, Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure.

EXHIBIT III
«Contractor»
EARLY SUPPORT FOR INFANTS AND TODDLERS SERVICES

I. PROGRAM DESCRIPTION

A. Goal

To promote health and resilience of children, families and communities, by providing culturally responsive, family-centered, strengths-based Early Support for Infants and Toddlers (ESIT) services to young children and their caregivers.

B. Objectives

The Contractor shall provide ESIT services to eligible children and their families.

C. Service Area

To ensure that no King County child goes unserved, the Contractor shall:

1. Determine their catchment area;
2. Communicate changes to their catchment area to:
 - a. King County, and
 - b. WithinReach (for full-service providers), or
 - c. Deaf/Hard of Hearing (DHH) Family Resources Coordinator (for DHH providers);
3. Respond to all referrals;
4. Arrange for or provide services for those children in their catchment area who are referred to them and found eligible; and
5. Coordinate with other provider agencies.

D. Eligibility

A child is eligible for services if they meet the eligibility criteria identified in:

1. The State application for Individuals with Disabilities Act (IDEA) Part C funds;
2. Chapter 110-400 WAC and WAC 388-823-0610;
3. The child's family provides written consent to receive Part C services; and,
4. An Individualized Family Service Plan (IFSP) is developed by a multidisciplinary team, including participation by the child's family.

E. Screening, Evaluation, and Assessment

The Contractor shall carry out the following in accordance with the ESIT Policies and Procedures:

1. If applicable, conduct developmental screenings to determine if evaluation and assessment is necessary.
2. Conduct a family assessment, with concurrence of the family using qualified personnel, to identify the family's strengths, resources, priorities, and concerns, and the supports and services necessary to enhance the family's capacity to meet the developmental needs of the child.
3. Conduct initial evaluation to determine eligibility and initial assessment of the child's unique strengths and needs to identify appropriate services to meet the needs of referred children in accordance with Part C and ESIT Policies and Procedures. Evaluation and assessment shall be:
 - a. Multidisciplinary, defined as completed by qualified professionals representing at least two (2) disciplines, using two (2) procedures.
 - b. Comprehensive and cover all developmental domains.
4. Conduct ongoing assessments to identify progress/change in child and family's needs and to inform periodic IFSP reviews and annual IFSP meetings.
5. Conduct a re-evaluation to determine ongoing eligibility if at any point during the provision of services:
 - a. The IFSP team determines that the child may no longer be eligible for Part C services,
 - b. The IFSP team shall decide whether additional evaluations are warranted to establish continued eligibility for the Part C program.
6. Use current evaluation and assessment data to develop child outcome measurement ratings for the three (3) child outcomes at entry and exit.
 - a. Document the family's involvement in the rating process using the Decision Tree Tool in the Data Management System (DMS), once DCYF finalizes the updated Decision Tree Tool.
 - b. In the event of a transfer between provider agencies, it is the responsibility of the sending agency to facilitate the completion of the Exit Child Outcomes Summary (COS) if the family does not re-enroll in services after the transfer.

F. IFSP Meetings and IFSP Development/Review

The Contractor shall:

1. Invite IFSP team members, as outlined in ESIT Policies and Procedures, to participate in the following IFSP meetings and conduct these meetings:

- a. An initial IFSP meeting to develop an initial IFSP for children who are determined eligible for Part C, within forty-five (45) calendar days of referral.
 - b. An IFSP review at least every six (6) months or more frequently if warranted.
 - c. An annual IFSP meeting to evaluate the IFSP within 365 calendar days of the initial IFSP.
2. Collect data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of IFSP meetings as outlined in the ESIT Policies and Procedures and the Exceptional Family Circumstances Guidance found in the ESIT Practice Guides.
3. Develop the initial and annual IFSP and revise the IFSP as needed based on decisions made at IFSP meetings, in accordance with ESIT Policies and Procedures and all required components of the IFSP as outlined in the IFSP Review Guidance found in the ESIT Practice Guides.

G. Program Requirements

1. The Contractor shall ensure Early Support for Infants and Toddlers services are implemented to:
 - a. Meet the developmental needs of each eligible infant and toddler with disabilities or developmental delays; and,
 - b. Meet the needs of the family related to enhancing the infant's or toddler's development.
2. The Contractor shall ensure that families are provided with or assisted to obtain ESIT services:
 - a. In accordance with Washington State's ESIT Policies and Procedures;
 - b. Under Public Supervision provided by King County;
 - c. Until the eligible child's third birthday;
 - d. That is not provided through other public or private funding sources (excluding charitable contributions);
 - e. In collaboration with the IFSP team;
 - f. Delivered by qualified personnel to the maximum extent appropriate to meet the needs of the child;
 - g. Using evidence-based practices from practitioner's professions that meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines.

- h. Provided in natural environments unless a justification is provided as to why the outcome cannot be met in a natural environment, including a plan to return services to a natural environment. The plan shall include a limited time period for providing services in a setting other than a natural environment; and
 - i. In conformity with the IFSP, as outlined in Washington's State Plan and the DMS.
- 3. The Contractor shall ensure services identified in each child's IFSP are available 12 months of the year.
- 4. The Contractor shall make positive efforts to employ and advance employment of qualified individuals with disabilities.
- 5. In order to provide culturally and linguistically relevant services, the Contractor shall:
 - a. Whenever possible, the Contractor shall offer a cultural and linguistic match of providers who speak the family's home language.
 - b. When a cultural and linguistic match is not available, or declined by the family, the Contractor shall identify navigators, promotoras, resources and/or support groups which may offer cultural and linguistic supports to the family and to the provider.
- 6. Relating to disputes and grievances, the Contractor shall:
 - a. Resolve a dispute with any party at the lowest possible level and if the dispute is unable to be resolved support the grieved party in understanding and requesting a formal dispute resolution option.
 - b. Maintain records of all information received related to informal and formal complaints and how the complaint was resolved
- 7. To ensure continuous quality improvement, the Contractor shall:
 - a. Meet the current targets for all applicable indicators as established in the State Performance Plan, or show progress towards achieving the goal. If requested by the County, the Contractor will work with the County to develop a plan for achieving unmet targets.
 - b. Analyze the Family Outcomes Survey results annually. Program improvement activities shall be developed and implemented based upon survey results.
 - c. Participate in required activities within the State Systemic Improvement Plan (SSIP) – a comprehensive multi-year plan focusing on improving results for infants and toddlers with disabilities.
 - d. Ensure adequate time for providers to coordinate service provision and facilitate the use of teaming practices to discuss Child Outcomes

Measurement, evaluation results, initial IFSP development and subsequent IFSP reviews/updates.

8. To ensure family, community and system coordination, the Contractor shall:
 - a. Distribute information to enrolled families, including but not limited to:
 - i. Opportunities to attend trainings and other informational events or activities;
 - ii. King County Interagency Coordinating Council and committee meeting notices; and
 - iii. Opportunities to participate in activities and events intended to gather input into policy and procedures;
 - b. Facilitate opportunities to make connections with other families and children.
 - c. Collaborate with families, school professionals, physicians, and others to maximize available services, to provide the most effective care, treatment and training, and to ensure an appropriate continuum of services.
 - d. Send at least one representative and report back from these meetings:
 - i. King County Interagency Coordinating Council Meetings
 - ii. King County ESIT Provider Meetings
 - e. Participate in child find and public awareness activities, including disseminating state approved public awareness materials and participating in child find events, as outlined in the requirements of the Local Early Intervention Services Plan.
 - i. Engage with healthcare, early learning, and community partners to promote developmental screening and improve referrals to services and supports.
 - ii. Participate in the review of regional and statewide data annually and adjust the child find and public awareness activities as needed to target underserved populations.
 - iii. Keep a detailed record on file of the distribution of ESIT's public awareness materials and any public awareness outreach activities the Contractor leads or supports in King County.
9. Upon request, any provider who holds a sole contract with a School District, allowing for sub-contracting, shall establish a subcontract agreement with the requesting provider, serving children in that district. Requirements for subcontracts are:

- a. The subcontract shall be executed within 30 calendar days of notification by the serving provider.
 - b. Fully executed contracts shall be provided to the County, no later than the date indicated in the Deliverables Schedule; the schedule is available at <https://kingcounty.gov/DCHS/contracts>.
 - c. The Contractor may not charge administrative indirect expenses in excess of the limits below for any contracts or amendments to existing contracts:
 - i. No more than ten percent of the total public moneys received by an entity providing Part C required components or direct services.
 - ii. No more than five percent of the total public moneys received by an entity acting as a pass through for state or federal funding.
10. The Contractor shall inform the County immediately of:
- a. Any serious issue that impacts services for ESIT;
 - b. Any serious issue that has potential for media coverage; and
 - c. A charge or conviction against a staff member.

II. **MINIMUM FILE DOCUMENTATION**

The Contractor shall maintain an individual child/family file, which must contain written documentation of:

- A. Evidence to illustrate that each family has been informed of their right to due process, mediation, and the citizen's complaint process, as described in the State application and in accordance with state policy and procedure;
<https://www.dcyf.wa.gov/services/child-development-supports/esit/parent-rights>
- B. Referral date;
- C. Evidence each family is contacted within two (2) business days of receipt of the referral;
- D. A multi-disciplinary evaluation to determine a child's ESIT eligibility shall be completed in one visit. If a single session is not practicable or possible, then the Contractor shall complete evaluation within as few visits as possible. General exceptions to the single evaluation session include:
 - 1. Unforeseen illness or absence by evaluation team member(s), or the child or family; or,
 - 2. A child is referred from another ESIT provider with a completed or partially completed evaluation;
- E. Evidence that the DECA-IT or DECA-C was used:

1. For initial evaluation, or when the child reaches one (1) month old or has been with the caregiver for four (4) weeks;
 2. At exit when exit COS is required;
 3. Except for children with a diagnosis of autism, for whom alternate assessment tools may be used.
- F. Evidence to illustrate that the COS process is completed, using the structure identified in the DMS. The COS process shall be completed at entry and at exit from ESIT services if the child will be or has been served for at least six months;
- G. Evidence to illustrate that the initial IFSP was developed within 45 days of the referral date;
- H. Prior Written Notice (PWN) no less than 7 days in advance, unless it is documented that a different timeframe best meets the family's needs, prior to proposing or refusing to initiate or change the identification, evaluation, or placement of the child, or the provision of appropriate ESIT services. The PWN must be in the parent's native language or mode of communication, unless clearly not feasible to do so.
- I. Evidence of parent consent prior to:
1. Conducting screening, evaluation and assessment,
 2. Providing IFSP services,
 3. Releasing personally identifiable information
 4. Using public benefits or insurance or private insurance to pay for services, initially and each time there is an increase in IFSP services;
- J. Completed IFSP(s) with documents prepared in the format required by the DCYF/ESIT program;
- K. Each service provided, including the service start date for each service;
1. Evidence that service initiated within thirty (30) calendar days of the parent's signature or by planned start date in the IFSP.
 2. Documentation to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of initiating IFSP services.
- L. Evidence that a monthly service was provided (which includes Family Resources Coordination);
- M. Evidence of attempts to contact the family, including failed attempts;
1. Children who are referred but not yet found eligible, can be closed within 30 days of referral after three (3) failed attempts using at least two (2) different means of communication;

2. All children who have a current IFSP in place and who are lost to services must be exited from the DMS within 90 days after three (3) failed attempts using at least two (2) different means of communication;
- N. Other activities provided to or for the child and/or their family, including resource development in the family's community;
- O. Evidence to illustrate that each family was informed of the Washington State System of Payments and Fees in accordance with the state policy and guidelines available at <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/forms-publications>;
- P. Clear documentation that a consistent sliding fee scale methodology was used if the family declined to use insurance or the family has non-creditable insurance.

III. CHILDREN WHO ARE DEAF OR HARD OF HEARING OR HAVE VISION IMPAIRMENTS

With written parent consent:

- A. A child identified with any vision loss or impairment shall be referred to a designated King County teacher for the visually impaired for evaluation and potential ongoing consultation; and
- B. A child identified with any hearing loss shall be referred to a designated neutral Family Resources Coordinator (FRC) who specializes in serving children who are deaf or hard of hearing and their families. The neutral FRC will:
 - a. Assist the family to review any options for communication approaches so that the family may choose the option most relevant for their child and family;
 - b. Serve as the family's FRC if they do not already have an FRC; and/or
 - c. Serve as a consultant with the child's existing team to help link with Deaf/Hard of Hearing providers if a child is already enrolled with an ESIT Contractor and has an FRC.
- C. A child identified with combined vision impairment and hearing loss shall be referred to the National Deaf-Blind Census through the Washington Sensory Disabilities Services/ Deaf-Blind Project: <https://www.wsdsonline.org/infant-toddler-registry/>

IV. FAMILY RESOURCES COORDINATION REQUIREMENTS

The Contractor shall:

- A. Assure family resources coordination services are consistently provided by qualified and knowledgeable Family Resources Coordinators (FRCs) that are assigned in a timely manner.
- B. Monitor all FRC files regularly to ensure compliance with documentation and timeline requirements.

- C. Assure Year Three and beyond FRC's submit contact hours on the FRC Training Report Form, downloadable at the Educational Service District 112 website, to the FRC Training Contractor, by June 30 of each contract year.
- D. Assure all full time FRC caseloads do not exceed 55 children. In the event a Contractor exceeds or anticipates exceeding this limit for more than two months, the Contractor shall request an exception and submit a written plan to address how they will meet this requirement.
- E. Support the FRC as an integral team member in the provision of ESIT along with other ESIT providers.
- F. Carry out all FRC activities as outlined in the ESIT Policies and Procedures, including but not limited to providing parent rights and procedural safeguards, facilitating IFSP meetings, coordinating services, and assisting families in accessing community resources.
- G. The Contractor shall, with appropriate parent consent, notify referral sources that the referral was received and of any follow-up actions.

V. EXITING SERVICES

- A. As children turn three, they are no longer eligible for Early Support for Infants and Toddlers services and the Contractor shall ensure all required steps are completed, including:
 - 1. Notifying families of the need for transition planning no later than six months prior to a child's third birthday;
 - 2. Developing a transition plan for each child participating in the early intervention program at least ninety (90) calendar days prior to the child's third (3rd) birthday;
 - 3. Convening a transition conference no later than 90 days prior to the child's third birthday in accordance with the federal regulations and the State application. Representatives from the child's school district of residence shall be invited with adequate notice to participate in the transition meeting.
 - 4. The Contractor shall inform families about DSHS/DDA requirements, including:
 - a. Washington State DSHS/DDA's requirement to re-apply for DSHS/DDA services, and to participate in a DSHS/DDA eligibility determination by the child's fourth birthday in order to continue to be enrolled as a DSHS/DDA client;
 - b. Services which may be available through DSHS/DDA and how to access them, including the Individual and Family Services waiver;
 - c. For all children who exit services before their third birthday, the Contractor shall document discharge date in the King County billing packet.

5. For any child who demonstrates, through the ongoing assessment process, developmental functioning that is within normal limits, the child may be no longer eligible for ESIT services. The Contractor shall assist the family in developing a plan designed to support the child and family with transition out of services.
- B. If the parent(s) declines participation in the DCYF/ESIT program, the FRC shall document this decision on the Declining Participation in the DCYF/ESIT Program form.

VI. WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES DATA MANAGEMENT SYSTEM

- A. The Contractor shall ensure the entry and maintenance of timely and accurate data in the Data Management System (DMS), including:
 1. The minimum data entry requirements for each child:
 - a. Referrals and evaluation/assessment results regardless of eligibility determination;
 - b. All eligibility determination results;
 - c. IFSP development and issuance;
 - d. Child Outcome Summary entry and exit data reporting; and
 - e. Transition activities.
 2. Data must be entered into the DMS no later than three (3) business days after a referral is received.
 3. A Family Resources Coordinator shall be assigned in the DMS within three (3) business days after the Contractor receives the referral or at least one calendar day prior to the FRC's first meeting with the family, whichever occurs first.
 4. Data must be entered into the DMS no later than ten (10) business days after any event/activity. Examples of events/activities include:
 - a. All referrals and evaluation/assessment information regardless of eligibility determination;
 - b. All eligibility criteria;
 - c. IFSP meetings, including documenting programmatic reasons and exceptional family circumstances resulting in delay in holding timely IFSP meetings (e.g. Initial IFSP meeting within forty-five (45) calendar days from referral; IFSP review at least once every six (6) months or more frequently as needed; annual IFSP within 365 calendar days of initial IFSP), and IFSP amendment when adding or changing services, including frequency, intensity, or duration;
 - d. IFSP;

- e. Initiation of services within thirty (30) calendar days of the parent's signature, or by the planned start date, including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay;
- f. Child Outcome Summary (COS) entry and exit data reporting;
- g. Transition activities, including:
 - i. Transition steps and services in the IFSP Transition plan;
 - ii. Date transition conference was held or declined;
 - iii. Identify all children, twenty-four (24) to thirty-two (32) months of age, who are potentially eligible for Part B services in the DMS by the first (1st) of every month. If the child's date of birth is after the fifteenth (15th) of the month, potential eligibility must be identified in the DMS by the fifteenth (15th) of the month; and
 - iv. Verify quarterly, and update as needed, the name of the local School District(s) contact person who needs to receive the School District(s) notification.
- B. All DMS data must be updated prior to transferring a child's record to another ESIT provider.
- C. The Contractor shall enter data in the DMS to maintain a current list of all ESIT Providers.
- D. All staff and subcontractors who use the DMS shall be sufficiently trained on the system before assuming those duties and be subscribed to the DMS GovDelivery.
- E. The Contractor shall use the DMS data reports and functions for:
 - 1. Maintaining the child's Part C electronic record;
 - 2. Monitoring timelines and compliance;
 - 3. Managing caseloads and staffing;
 - 4. To analyze monthly, quarterly, and annual data to inform program changes, increase compliance, improve performance, and assess progress; and
 - 5. Informing financial planning and fiscal management.

VII. EVALUATION AND PERFORMANCE MEASUREMENTS

- A. The County will coordinate DCYF/ESIT evaluation requirements with Best Starts for Kids evaluation requirements in partnership with ESIT Providers.
- B. The Contractor shall participate in the following DCYF/ESIT quality and outcome performance measure activities, to help achieve long-term child outcome goals, with a

focus on building partnerships, using data to learn and improve, and advancing racial equity.

DCYF Child Outcome Goals supported by DCYF/ESIT include:

1. Parents and caregivers are supported to meet the needs of children and youth
2. Kindergarten Readiness
3. Child/youth development

DCYF/ESIT's focus will be on establishing performance measures aimed at improving data collection and reporting. DCYF/ESIT will also engage Contractors to develop plans to expand this work, including targets, performance management, and continuous improvement. Additionally, DCYF/ESIT will request Contractor feedback in developing plans based on Contractor's success in meeting performance targets.

DCYF/ESIT Quality Measures

- a. Capacity of ESIT Provider to increase the parent's confidence in their ability to support their child's development in all areas

| | |
|-------------------------------|---|
| Metric | Revised ESIT Family Survey (to be developed) (<i>State Performance Plan: Indicator C-4</i>) |
| Target | Baseline data will inform target development and targets will be incorporated for FFY20-21 contracts. |
| Reporting Requirement | Survey will be administered annually by expert contractor working with DCYF/ESIT, who will report results to DCYF/ESIT. |
| Performance Management | Results will support quality improvement planning for FFY20-21 to assist contractors in meeting future target. |

- b. Capacity of ESIT Provider to complete the Child Outcome Summary (COS), which measures the child's progress in all functional areas of development including positive social relationships, learning and developing new skills, and ability to meet their needs

| | |
|---------------|---|
| Metric | COS Ratings are determined using the Decision Tree Tool (<i>State Performance Plan: Indicator C-3</i>) |
|---------------|---|

| | |
|-------------------------------|--|
| Target | <ol style="list-style-type: none"> 1. All ESIT Providers shall participate in a survey regarding the COS process within the first quarter of the contract year 2. ESIT Providers shall participate in a stakeholder process to develop a COS Decision Tree Tool in the second quarter of the contract year 3. ESIT Providers shall implement the use of the Decision Tree Tool with the family to choose the descriptor statement for the Entry and Exit COS and provide feedback to DCYF/ESIT as requested regarding the implementation <p>Statewide targets developed through SSIP and ESIT Provider baseline data will inform target development, and targets will be incorporated for FFY20-21 contracts.</p> |
| Reporting Requirement | ESIT Providers will indicate use of the Decision Tree in the ESIT Data Management System for all required Entry & Exit COS |
| Performance Management | Results will support quality improvement planning for FFY20-21 to assist contractors in meeting future target. |

C. The Contractor shall participate in Best Starts for Kids evaluation activities

Best Starts is committed to being able to tell communities and stakeholders what happened as a result of this funding. Contractor and the Best Starts Evaluation Team will work collaboratively to track the strengths and challenges of implementing Best Starts funded activities. The evaluation protocol and set of performance measures for the activities in this contract will be co-developed and are intended to provide the Contractor and Best Starts leadership with useful information for decision-making, planning and program management.

The Contractor shall engage in evaluation activities aligned with King County's Early Support for Infants and Toddlers Program, including:

1. Participate in logic model development for this body of work.
2. Co-develop county-wide ESIT Evaluation Plan with King County that will incorporate DCYF/ESIT performance measures. The Evaluation Plan will use a format to be supplied by King County and will include, at minimum: performance measures, goals, and reporting requirements. At least one of each type of performance measure (below) will be included in the final Evaluation Plan. Performance measures will be disaggregated by demographics whenever possible to support equity analysis.
 - a. Quantity of service provided: How much did we do?
For example, # of children enrolled and served
 - b. Quality of service provided: How well did we do it?
For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services

- c. Quality of clients that are better off: Is anyone better off?

For example, Child Outcomes Summary

The Evaluation Plan will be considered final once approved by King County and will become Attachment A of the Contract.

3. Submit Semi-Annual Narrative Reports to King County on July 15th and January 15th. The Semi Annual Narrative Reports will cover the activities of the previous six months (January-June for the July 15th report and July-December for the January 15th report). The format and questions for the Semi-Annual Narrative Reports will be provided by King County.
4. Participate in activities to support evaluation and learning which may include group meetings to share learning with other Contractors working on similar strategies.
5. Provide additional data or information to King County staff and/or their evaluation contractor(s) outside of the regular reporting schedule to respond to specific requests.

VIII. COMPENSATION AND METHOD OF PAYMENT

- A. The Contractor shall access funding in the following order:

1. Medicaid for all enrolled children who receive Medicaid reimbursable services, when the parent has provided access to insurance;
2. Private insurance including all applicable co-pays/co-insurance and deductibles collected (unless waived) for all children with third party coverage who receive third party reimbursable services, when the parent has provided access to insurance;
3. Monthly fees paid in accordance with Washington's *System of Payments and Fees Policy*, when the parent has not provided access to insurance;
4. Other state or local public funds such as Best Starts for Kids, DSHS/DDA and school district funds; and
5. Part C as payor of last resort.

- B. Billing Invoice Package

The Contractor shall provide a Monthly Billing Invoice Package in a format provided by or acceptable to the County and reporting documentation as required in Section IX. of this Exhibit.

- C. Method of Payment

Reimbursement shall be made monthly for each child served in accordance with the following:

| FUND SOURCE | MONTHLY REIMBURSEMENT | INVOICE PACKET |
|---|---|--|
| Best Starts for Kids | In accordance with the County's Early Support for Infants and Toddlers Services Payment Table, at http://www.kingcounty.gov/DCHS/contracts | Client list form and invoice |
| Best Starts for Kids Extraordinary Expenses | Case-by-case basis with approval by the County. | Extraordinary expense billing in invoice packet and supporting documentation |
| DSHS/DDA Child Development Services (CDS) | In accordance with the County's Early Support for Infants and Toddlers Services Payment Table, at http://www.kingcounty.gov/DCHS/contracts | Client list form and invoice |
| Federal IDEA, Part C and Washington State Education Legacy Trust Account (ELTA) | In accordance with the County's Early Support for Infants and Toddlers Services Payment Table, at http://www.kingcounty.gov/DCHS/contracts | Client list form and invoice |
| Federal IDEA, Part C Extraordinary Expenses | See Extraordinary Expense form, instructions and policy at http://www.kingcounty.gov/DCHS/contracts | Extraordinary expense billing invoice and supporting documentation |

1. General Billing Conditions

The Contractor shall submit monthly invoice with billing data in a format provided by the County.

- a. If a child is receiving services from more than one provider in accordance with his/her IFSP, both providers delivering services shall bill the County for the child.
- b. If, over the course of a month, the family chooses a new provider to deliver services, both providers serving the child shall receive reimbursement from the County for that month.
- c. The County may, at its option, withhold reimbursement for any month for which the required reports have not been received or are not accurate.
- d. Invoices must be received no later than the tenth working day of the month, except the December billing, which is due by the fourth working day of January. Late bills may be held and not processed until the next month's billing is received. Please contact your County program manager if you cannot meet these billing timelines to discuss options.
- e. A monthly preliminary client list report shall be prepared by the County and provided to the Contractor for verification and correction. An

updated Contractor-completed version shall be submitted with the monthly invoice, using the format provided by the County.

- f. Any required reports related to billing must be received with the monthly billing invoice.
 - g. Prior to billing for a child, the Contractor shall:
 - i. Ensure the child has a completed IFSP.
 - ii. Submit an application to DSHS/DDA on behalf of the child or a Change Form if the child has been served by another provider, and
 - iii. Verify that the effective date of DSHS/DDA Authorization with this Contractor is within the billing period.
2. The following conditions apply for billing Child Development Services (CDS) only:
- a. The provider may claim CDS service was provided during the month, if the child has received a direct face-to-face contact in the provision of ESIT services. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services.
 - b. If a child received services during the billing month, but DSHS/DDA has not yet approved authorization for CDS services, the Contractor may not be paid for CDS during the current billing month. However, the County will provide a process which will allow the Contractor to be paid once the authorization has been approved.
3. The following conditions apply for billing Part C services only:
- a. The provider may claim Part C services were provided during the month, if the child received:
 - i. A direct face-to-face contact in the provision of services listed in the Washington State's Federally Approved Plan – Section III.C., ESIT services other than FRC services; and/or
 - ii. For coordination services only, a direct documented contact may be in person, over the phone, via email, or United States mail, but must relate to the development or coordination of an IFSP or be an activity identified in the IFSP and must include an expectation of reciprocity.
 - b. Part C Funds provided through this Contract are part of IDEA Payor of Last Resort and the Contractor shall:
 - i. Ensure Part C funds are not used to satisfy a financial commitment for early intervention services that otherwise would have been paid for in-full or in-part from another public or private fund source (excluding charitable contributions);

- ii. Ensure Part C funds are used for early intervention services that an infant or toddler with a delay or disability needs, but is not currently entitled to receive or have payment made from any other federal, state, local, or private fund source (excluding charitable contributions); and
 - iii. Have a written Payor of Last Resort policy and procedure.
- c. IDEA, Part C funds received under this Contract:
 - i. Are discrete and not commingled with other funds;
 - ii. Are used so as to supplement the level of federal, state and local public funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those funds;
 - iii. To meet the prohibition against supplanting requirement, the total amount of state and local public funds budgeted for expenditures in the current fiscal year will be at least equal to the total amount of state and local public funds actually expended for Early Intervention Services in the most recent preceding fiscal year, for which the information is available; and,
 - iv. When calculating the total amount of local ESIT services funds, do not include charitable contributions to non-profit agencies.
- d. The Contractor shall ensure Part C funds are used in compliance with Part C laws and regulations and the provisions of this Contract.
- e. The following conditions apply to Part C Extraordinary Expense Funding Request Form requests:
 - i. Complete and submit the Extraordinary Expense Funding Request Form located online at <http://www.kingcounty.gov/operations/DCHS/contracts>
 - ii. All requests for hearing aid reimbursement shall be submitted by an independent Deaf/Hard of Hearing Family Resources Coordinator with required documentation.
 - iii. All requests for extraordinary expenses (travel, etc.) shall be submitted with required documentation.
- 4. The following conditions apply to Best Starts for Kids services:
 - a. The provider may claim Best Starts services were provided during the month, if a child received:
 - i. A direct face-to-face contact in the provision of services listed in the Washington State's Federally Approved Plan – Section III.C., ESIT services other than FRC services; and/or
 - ii. For coordination services only, a direct documented contact may be in person, over the phone, via email, or United States mail,

but must relate to the development or coordination of an IFSP or be an activity identified in the IFSP and must include an expectation of reciprocity.

- b. Best Starts for Kids funding past December 31, 2019 is contingent upon successful completion of the 2019 Best Starts-ESIT Request for Applications (RFA) process.

IX. REPORTING REQUIREMENTS

A Deliverables Schedule including reporting requirements and other deliverables can be found at <http://www.kingcounty.gov/operations/DCHS/contracts>

A. Best Starts for Kids Reporting Requirements

The Contractor shall submit responses to Semi Annual Narrative Report questions to County program staff twice yearly – by July 15th for this contract period. The Semi Annual Narrative Reports will cover the activities of the previous six months. The format and questions for the Semi-Annual Narrative Reports will be provided by King County.

B. State and Local Public Revenue Report

The Contractor shall provide the total income received for ESIT services from state or local public funding sources, including funds from Developmental Disabilities Administration, state special education, Medicaid and private insurance; and family fees, copays or deductibles. The report shall include Contractor and subcontractor ESIT revenues information for the delivery of services provided from July 1, 2019–June 30, 2020. The report is due no later than September 15, 2020.

C. Provider Verification Report

The Contractor shall submit the Provider Verification Report to the County by July 15th.

D. Receipts for Technology

The Contractor shall submit with billing packet, COVID billing spreadsheet and receipts for technology purchased for each family up to \$308, by September 15th.

E. FRC Forms and Reports

The Contractor shall send the Registered FRC Form to the County for all new FRCs after completion of the Introductory FRC modules.

F. Federal Certification and Assurance Report

The Contractor shall submit the 2019-2020 Federal Certification and Assurance Report to the County by September 15, 2020. The form is provided by the County.

G. Financial Disclosure Certification Form

The Contractor shall submit the Financial Disclosure Certification Form to the County by September 15, 2020. The form is provided by the County.

H. Periodic Reporting Requirements

The Contractor shall provide other reports as requested by the County which are deemed reasonable and necessary to manage and administer the ESIT program, or to respond to legislative or external requests.

ATTACHMENT A
«Contractor»
ESIT EVALUATION PLAN

The county-wide ESIT Evaluation Plan will become this Attachment to the Contract upon completion. The Evaluation Plan may be changed periodically by mutual agreement. Once changes are finalized and mutually accepted, the new plan replaces the previous plan in the Contract.