



King County

Department of Community and Human Services
Developmental Disabilities and Early Childhood Supports Division
206-263-9105
TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor _____
 Project Title Community Youth and Adult Services
 Contract Amount \$ Per published reimbursement schedule
 Contract Period From: 7/1/2021 To 6/30/2023
 DUNS No. (if applicable) N/A SAM No. (if applicable) N/A

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

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County and/or State	Per published reimbursement schedule	7/1/2021 – 6/30-2023
Total	Per published reimbursement schedule	7/1/2021 – 6/30-2023

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:

1. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	EXHIBIT NUMBER

If you require accommodation to access this form, alternate formats are available upon request.

2. **Contract Term**

- A. This Contract shall begin on _____, and shall terminate on _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be extended through _____ in _____ increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

3. **Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

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 required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

4. **Internal Control and Accounting System**

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

5. **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 currently 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 person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if 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/>.

6. Maintenance of Records

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other 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
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in 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 these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

7. Evaluations and Inspections

A. Subject to Inspection, Review, or Audit:

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 authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

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 Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Performance Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with reasonably expected levels of performance, quality, and practice. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract and to make available all information reasonably required by any such performance measurement and evaluation processes. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Unauthorized Disclosure:

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.

8. 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 maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. Financial Report Submission

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to DCHSContracts@kingcounty.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> Form 990 within 30 days of its being filed; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> Income tax return; and A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may 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:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

10. Corrective Action

If the County determines that 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 (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in

writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This 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 to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If 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 terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to 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

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

11. 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.

12. Termination

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar 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 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation,

or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that 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 12.B., the Contractor shall be liable for damages, including any additional costs of procuring 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, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice 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. If such appropriation is not 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 one.

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

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

13. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

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. Contractor's Duty to Repay County:

The Contractor 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 termination of the Contract.

C. Contractor Indemnifies County:

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 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 any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). If 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. County Indemnifies Contractor:

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. Intellectual Property Infringement:

For purposes of this section, 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.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

14. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to DCHSContracts@kingcounty.gov. The Contractor may request additional time to provide the required documents by emailing DCHSContracts@kingcounty.gov. Extensions will be granted at the sole discretion of DCHS.

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 <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

15. Assignment

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

16. Subcontracting

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"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. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall 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 its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

17. 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. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's 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. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage 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.

18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

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. Former King County Employees:

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.

19. Equipment Purchase, Maintenance, and Ownership

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

20. Proprietary Rights

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby 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. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

21. 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.

22. King County Recycled Product Procurement Policy

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

23. Future Support

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

24. Entire Contract

The parties agree that this Contract is the complete expression of the described subject matter, 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 this Contract.

25. Contract Amendments

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

26. Notices

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

27. 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.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

28. 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.

29. 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.

30. Non-Waiver of Breach

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

31. Force Majeure

“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 Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

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. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be

suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

32. Emergency Response Requirements

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, 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 event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

33. Contractor Certification

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

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

KING COUNTY

CONTRACTOR

King County Executive

FOR

Date

Signature

Name (Please type or print)

Date

EXHIBIT I
CONTRACTOR NAME
GENERAL REQUIREMENTS

I. CONTRACTOR REQUIREMENTS

A. Definitions and Additional General Requirements Incorporated by Reference:

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

B. Organizational Requirements

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

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

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

**Washington State Department of Social and Health Services,
Developmental Disabilities Administration Policies -**

<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

- 3.01 Service Plans
- 4.11 County Services for Working Age Adults, as applicable
- 5.01 Background Authorizations
- 5.02 Necessary Supplemental Accommodation
- 5.03 Client Complaints
- 5.05 Limited English Proficiency Clients
- 5.06 Client Rights
- 5.14 Positive Behavior Support
- 5.15 Use of Restrictive Procedures
- 5.17 Physical Intervention Techniques
- 5.23 Functional Assessments and Positive Behavior Support Plans:
Employment and Day Program Services
- 6.08 Incident Management and Reporting Requirements for County and
County Contracted Providers
- 6.13 Provider Qualifications for Employment and Day Program Services
- 6.21 Provider Qualifications for Individualized Technical Assistance
- 7.05 Mortality Reviews
- 13.04 Disability Rights Washington Access to Client Records Maintained by
DSHS/DDA

- 15.03 Community Protection Standards for Employment/Day Programs, as applicable

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

- County Guide to Achieve DDA Guiding Values
- Criteria for Evaluation
- DDA Self-Employment Guidelines
- DDA Guidelines for Community Based Assessments Within Employment and Vocational Programs
- DVR/DDA MOU

Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>

C. Staff Training Requirements

1. The Contractor shall implement a training plan as required by the DSHS/DDA Criteria for Evaluation, and document, in writing, that all staff members have received training as detailed in DSHS/DDA Policy 6.13.
2. If the Contractor serves participants in the Community Protection Program, additional staff training is required, per DSHS/DDA policy 15.03, Section C.
3. In the event free or low-cost community-based training events are not offered or available, the Contractor shall independently arrange, coordinate, and, if necessary, pay for all required training.

D. Confidentiality and Data Security Requirements

1. DSHS Data Security Requirements are incorporated by reference and can be found on the King County DDECSD Contract Requirements webpage under Policies and Referenced Documents at <http://www.kingcounty.gov/DDECSD-contracts>.
2. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated there under, except:
 - a. As provided by law; or,
 - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

- ii. Physically securing any computers, documents, or other media containing the Confidential Information.
3. To the extent allowed by law, at the end of the contract term, or when no longer needed, the Contractor shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the County.

E. Equity and Social Justice Requirements

1. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

2. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants.

Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

3. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations (both Participant and non-Participant) and key stakeholders. This feedback shall be used to develop a plan with goals that guide and implement policy decisions, administrative decisions, and service delivery.

4. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity and social justice education shall be documented in writing.

II. IMPLEMENTATION OF AGENCY POLICIES AND PROCEDURES

- A. The Contractor shall develop and implement organizational policies and procedures necessary to comply with the requirements of the DSHS/DDA Criteria for Evaluation and the DDA policies referenced in this contract.
- B. The Contractor shall implement policies and procedures for the establishment and maintenance of adequate internal control systems; such written documentation shall be provided for information systems, personnel, and accounting/finance, and shall include sufficient detail such that operations can continue should staffing changes or absences occur.

III. BACKGROUND CHECKS

- A. A background criminal history clearance is required at least every three years for all employees, subcontractors and/or volunteers who may have unsupervised access to vulnerable DSHS/DDA clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, Chapter 388-06 WAC, and DSHS/DDA Policy 5.01, *Background Checks*.
- B. If the Contractor elects to hire or retain a current or prospective employee, subcontractor or volunteer after receiving notice the current or prospective employee, subcontractor or volunteer has a conviction for an offense that would disqualify the individual from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, the County shall deny payment for any subsequent services rendered by the disqualified individual provider.
- C. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance. The Contractor shall use its DDA Associated BCCU account number to obtain background checks.
- D. The Contractor shall retain background checks and the associated authorization forms, consistent with the record retention requirements of this Contract.
- E. School-to-Work Contractors participating in District or Agency Collaboration Models shall complete a fingerprint background check per OSPI requirements located at: <http://www.k12.wa.us/ProfPractices/fingerprint/default.aspx>.
- F. Upon written notice from the County, School-to-Work Contractors participating outside of District or Agency Collaboration Models shall be required to complete fingerprint background checks per OSPI requirements located at: <http://www.k12.wa.us/ProfPractices/fingerprint/default.aspx>.

IV. REPORTING ABUSE AND NEGLECT

The Contractor and its staff members are mandated reporters under RCW 74.34.020 (14) and must comply with reporting requirements described in RCW 74.34.035, and RCW 74.34.040 and Chapter 26.44 RCW. If the Contractor is notified by the County or DSHS that a staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

V. SERVICE ORIENTATION AND DELIVERY

The Contractor shall:

- A. Provide services to Participants who have been declared eligible by DSHS/DDA and referred to the Contractor. The Contractor may bill for services provided to a resident of another county when authorized by DDA.
- B. Provide services consistent with the service category identified on each Participant's County Services Authorization (CSA), as applicable; changes in service category require an updated CSA, reflecting the new service category.
- C. Provide services that are referenced in the Participant's DDA Person-Centered Service Plan (PCSP), and/or Individual Habilitation Plan if the Participant resides in an Intermediate Care Facility for Intellectual Disabilities (ICF/ID).

- D. Understand that the Contractor is not required to transport Participants, and the provision of transportation is not a contracted or billable service. If the Contractor transports a Participant, the Contractor assumes all associated risk and liability.
- E. If applicable per 42 CFR 483.410, for persons living in ICF/ID facilities, develop a plan and coordinate the Contractor's services with the facility on behalf of the ICF/ID resident. Such plans do not require County approval; however, the written plan shall document mutual agreement of the services to be provided by the Contractor and the facility.
- F. Document service delivery activity in a manner that is verifiable and consistent with applicable service plans.

VI. CONTRACT MONITORING

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

VII. DISPUTE RESOLUTION

In the event of a dispute between the parties, the Contractor and the County shall refer to the dispute resolution clause in the general terms and conditions of this Contract (Section 11 , Dispute Resolution) and shall follow the DSHS dispute resolution process referenced on the DCHS website, <http://www.kingcounty.gov/DDECSD-contracts>.

VIII. INSURANCE REQUIREMENTS

- A. For the purposes of this Contract, Cyber Liability/Technology Professional Liability coverage is a recommendation and not a requirement. If the Contractor does not obtain Cyber Liability/Technology Professional Liability coverage, the Contractor shall:
 - 1. Contact their insurance provider to inquire as to the availability and cost of adding \$1,000,000 per claim or occurrence and in the aggregate in Cyber Liability/Technology Professional Liability coverage, and
 - 2. Report the cost to the County by emailing the information to DDECS-Contracts@kingcounty.gov within three (3) months of the signing of this Contract.
- B. All other applicable requirements listed on the Department of Community and Human Services Insurance Requirements webpage remain in effect:
<https://kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>

IX. REPORTING, BILLING AND METHOD OF PAYMENT

- A. Billing

The Contractor shall:

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

2. Submit individual-client level data about services and client outcomes in combination with the monthly billing package, as outlined in the Performance Measurement and Evaluation (PME) Plan.
 3. Submit the monthly billing package and client outcome data by the due date specified in a billing schedule provided by the County.
 4. Document all services billed to the County.
 5. Report information as outlined in billing instructions provided by the County. This information serves as the Contractor's invoice 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.
 6. By signature of this Contract, agree to assign to the County its Medicaid billing rights for services to DSHS/DDA clients eligible under Title XIX programs.
 - a. Provide employment outcome information with the monthly billing reports.
 - b. Report all DSHS/DDA eligible Participants they are serving on the Monthly Billing Report form, including Participants for whom the Contractor is not claiming reimbursement from the County.
- B. Method of Payment for Individual Employment (IE), Group Supported Employment (GSE), Community Inclusion (CI), and Individual Technical Assistance (ITA) services.
1. The Contractor shall be compensated monthly:
 - a. Based upon actual service hours provided, up to the maximum authorized hours for each Participant;
 - b. On a fee-for-service basis. One service unit equals one hour. An "hour" is at least fifty minutes of direct service. Partial hours, rounded to the nearest quarter hour, may be recorded; and
 - c. According to the rate specified in a reimbursement schedule provided by the County. The reimbursement schedule is at:
<http://www.kingcounty.gov/DDECSD-contracts>.
 2. The Contractor may request an increase or decrease to a Participant's service level based on a change in the support needs of the Participant. The Contractor shall submit a County-approved service change request form to the County and the appropriate DSHS/DDA Case Resource Manager (CRM). A service change request is effective if approved by the County and authorized by the DSHS/DDA CRM. The Contractor will not be reimbursed for services provided prior to the effective date of the service level change.
 3. Should ITA services be needed to support the Contractor and/or Participant, the Contractor shall submit an ITA request to the County and to the Participant's assigned DSHS/DDA CRM for consideration. Pending approval from the County and authorization from the DSHS/DDA CRM, the Contractor shall work in partnership with the County and the ITA service provider to coordinate the delivery of ITA supports.

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

C. Staff Training Reimbursement

The Contractor may request reimbursement of staff training or other costs with written pre-approval from the County. Costs submitted without written pre-approval by the County will not be reimbursed.

D. Capacity Building

The Contractor may be reimbursed for specified capacity building efforts with written pre-approval from the County. Reimbursement requests for work completed without written pre-approval from the County will not be paid. The Contractor shall be compensated according to the reimbursement schedule provided by the County. The reimbursement schedule is at: <http://www.kingcounty.gov/DDECSD-contracts>.

X. PERFORMANCE MEASUREMENT AND EVALUATION

A. Performance Measurement and Evaluation Planning Process

The Contractor shall name a person who will lead performance measurement, evaluation, and continuous quality improvement activities, as outlined in this Exhibit. A Performance Measurement and Evaluation (PME) Plan shall be co-developed by the County and the Contractor. The plan is intended to provide the Contractor and King County with useful information for decision-making, planning and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality and program results, and determine the mechanisms by which required information will be collected, managed and reported. King County is responsible for providing a first draft of the PME plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

Performance measures shall be evaluated using aggregate-level and/or individual-level data submitted pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?
For example, number of people served.
2. Quality of service provided: How well did we do it?
For example, percent people served that were satisfied with services or percent of people served with increased knowledge or skills.
3. How clients have been impacted: Is anyone better off?

For example, percent people served with increased linkages to needed services and supports.

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's failure to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable revised PME Plan has been developed and each party has provided the other with written acceptance of such plan.

EXHIBIT II
CONTRACTOR NAME
EMPLOYMENT AND COMMUNITY INCLUSION SERVICES

I. PROGRAM DESCRIPTION

A. Employment Services

1. Goal for Participants in Employment Services:

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

2. Objectives for Employment Services:

- a. To support Participants with developmental disabilities who are on a pathway to community-based employment;
- b. To support Participants to work towards a living wage and obtain employment that averages 20 hours of work per week or 86 hours per month; however, each person's preferred hours of employment should be taken into consideration; and
- c. To assist Participants to maintain gainful employment and/or self-employment.

B. Community Inclusion

1. Goals for Participants in Community Inclusion (CI):

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

2. Objectives for Community Inclusion Services:

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

C. School-to-Work (S2W) Services

1. Goals for Participants in S2W services:
 - a. Provide job readiness, education, and employment services to help vulnerable youth and adults increase independence, self-sufficiency, and lead more meaningful and productive lives.
 - b. Increase collaboration between schools and the adult service systems by establishing agreements of shared responsibility during assessment, job exploration, and paid IE.
2. Objectives for S2W services:
 - a. Increase the number of individuals and their families who are educated about employment opportunities during and after school;
 - b. Ensure eligible individuals with disabilities receive services leading to paid community-based employment;
 - c. Increase the number of individuals with disabilities who are employed before they exit school; and
 - d. Assist individuals with disabilities to obtain and maintain gainful employment consistent with their employment goal.

II. **PROGRAM REQUIREMENTS FOR EMPLOYMENT AND COMMUNITY INCLUSION SERVICES**

- A. Employment and Community Inclusion services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:
1. Ensuring that the setting is integrated in and supports full access to the greater community;
 2. Ensuring that the individual receives services in the community to the same degree of access as individuals not receiving Medicaid Home and Community Based Services (HCBS);
 3. Ensuring that the setting provides opportunities to seek employment and work in competitive integrated settings;
 4. Ensuring that the setting facilitates individual choice regarding services and supports, and who provides them; and
 5. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS. These settings are presumed not to be home and community based.

B. The Contractor shall:

1. Ensure that the Participant receives up to the maximum service hours, per month, as identified in the Participant's DSHS/DDA PCSP. The PCSP is the driver for service. Service changes will not occur until the Participant has received proper notification from DSHS/DDA.
2. Develop, distribute and maintain an individualized annual Employment or Community Inclusion plan and a six-month progress report for each Participant. The annual plan and progress reports shall contain all minimum required elements, as described in the DSHS/DDA Criteria for Evaluation. The plan must be signed by the Participant and/or legal guardian, and must be distributed to each Participant, the assigned DSHS/DDA Case Resource Manager (CRM), the guardian or Necessary Supplemental Accommodation (NSA), as applicable, and others identified by the Participant. Associated six-month reports do not require the signatures of the Participant, legal guardian, or NSA.
3. Document the delivery of services; such services shall be consistent with the individualized goals identified in each Participant's annual service plan and the DSHS/DDA PCSP.
4. Contact each Participant for whom they have a fully executed County Service Authorization (CSA) according to the Participant's needs or at least once per month.
5. If the Contractor has reason to terminate services or the Participant chooses to discontinue services, notify the Participant and the Participant's guardian or NSA, as applicable, in writing and complete and send a Service Termination Report to the appropriate parties as indicated in the form instructions. If the Participant/guardian cannot be reached, the Contractor shall document that they have attempted to reach the person and send a copy of the notification to the appropriate DSHS/DDA CRM. The Contractor shall document the service termination date in Client Outcomes Reporting Engine (CORE), and in case notes.

C. Minimum File Documentation

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

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

6. Signature(s) acknowledging that the Participant and the Participant's guardian, as applicable, have received a copy of the Contractor's notification of client rights and notification of the Contractor's Participant grievance processes;
7. A copy of the Participant's current annual Employment or Community Inclusion plan;
8. A copy of the Participant's current annual DSHS/DDA PCSP; and
9. If the Participant is in the Community Protection Program, additional file documentation is required, per DSHS/DDA policy 15.03, Section D.
10. If the Contractor is providing S2W services, refer to specific minimum file documentation requirements for S2W services. The requirements may vary, depending upon the specific S2W model(s) that the Contractor is accessing.

D. Additional Requirements for Employment Services

1. If Participants in Employment Services have not obtained paid employment at the state minimum wage or better within the previous 6 months, the Contractor shall:
 - a. Review the progress toward employment goals;
 - b. Provide evidence of consultation with the Participant/guardian; and
 - c. Develop additional strategies with the Participant/Guardian, county staff, employment support staff case manager, and others identified by the Participant. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources, as needed, to support the individual's pursuit of employment. The additional strategies will be documented for each Participant and kept in the client's file(s).
2. If after twelve months the Participant remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six-month progress report in the next six-month progress report. The Participant may request to participate in CI activities, or the Participant may choose to remain in an employment program. When requesting to participate in CI services, the Participant shall communicate directly with his or her DSHS/DDA Case Manager. The DSHS/DDA Case Manager is responsible for authorizing CI services.
3. Assist Participants in accessing DSHS/DVR services per the Memorandum of Understanding between DSHS/DVR and DSHS/DDA (DSHS/DVR-DSHS/DDA MOU).
4. Update and distribute the Participant's Employment Services plan annually, and when significant changes occur, including but not limited to:
 - a. Job loss;
 - b. Job start;
 - c. New employment goal or strategy; and
 - d. Change in service category.
5. In instances of job loss, complete and send a King County Job Termination Report to the appropriate parties as indicated in the form instructions. The Contractor shall document the Participant's job loss in CORE, and in case notes.

6. When serving Participants engaged in self-employment, adhere to the Washington State DSHS/DDA's self-employment policy guidelines.
7. When serving Participants engaged in assessment activities as part of their pathway to employment, adhere to the DSHS/DDA Guidelines for Community Based Assessment Within Employment Services.
8. If the Contractor or the Participant determine that Individualized Technical Assistance (ITA) services are needed, then the Contractor shall submit a Technical Assistance Request form to the appropriate DSHS/DDA Case Resource Manager (CRM) and the County.
9. In the event the Participant is employed and is actively pursuing the Waiver but is currently ineligible for a CSA, the Contractor may request County funding for up to three months of services provided to the Participant. Funding may be approved, on a case-by-case basis, at the County's discretion. Service Gap County Funding shall be billed at the IE hourly rate as established by the County.
10. For Participants in Individual Employment (IE), where the service provider is also the Participant's employer, the service provider shall consult with the County prior to making an offer of employment to the Participant. Additionally, the service provider shall clearly communicate to the Participant and legal guardian (as applicable) that the service provider will provide initial support for a period of six months from the Participant's date of hire. Such communication shall also be documented in writing. At the end of the six-month period, if the DSHS/DDA Participant continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DSHS/DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DSHS/DDA approves the continuation of long-term supports where the service provider is also the DSHS/DDA Participant's employer, the County or DSHS/DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.
11. Contractors that provide Group Supported Employment (GSE) services shall:
 - a. Ensure GSE Participants have paid work.
 - b. Ensure that the GSE Participant is on-site/at work for at least his or her individual base hours each month.
 - c. Ensure the total number of direct service staff hours provided to the entire group are equal to or greater than the collective total amount of group's base hours. If the direct staff hours are less than the collective total amount of the group's base hours, the Contractor will be reimbursed only for the number of hours staff provided.
 - d. Have a record of which staff is supporting which Participants on any given day.
 - e. Maintain documentation that provides clear evidence of supporting a Participant to move toward their employment goal(s), as identified in their DSHS/DDA PCSP.

E. Additional Requirements for Community Inclusion Services

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

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

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

A. Eligibility

1. All students shall be clients currently eligible to receive services through DSHS/DDA, deemed eligible to receive Medicaid funded services prior to requiring long-term funding, and approved by the County.
2. Students shall have birthdates between September 1, 2000 and August 31, 2001, and exit a participating school district in June 2022, except with prior written approval from the County.
3. Students beginning services as part of Job Foundations shall have birthdates between September 1, 2001 and August 31, 2002, and exit a participating school district in June of 2023.

- B. The Contractor shall hold and maintain a current DSHS/DVR Community Rehabilitation Program (CRP) contract for CRP Community Based Assessment, CRP Job Placement, and CRP Intensive Training services.
- C. The Contractor shall interview potential students, market services to employers and schools on behalf of individuals and provide non-client-specific job development. These activities shall be documented.
- D. For each student, the Contractor shall provide the following functions to coordinate and deliver services:
 - 1. Review with students and their guardians, as applicable, the terms of the Student/Agency Agreement to participate in the S2W program, with an emphasis on a shared commitment to achieve paid employment prior to leaving school.
 - 2. Obtain student and guardian signatures, as applicable, on the Student/Agency Agreement form, located at <http://www.kingcounty.gov/DDECSD-contracts>.
 - 3. Submit Student/Agency Agreement to the County prior to the service start date indicated on the form to ensure service authorization. Maintain a copy in the student's file.
 - 4. Identify key members of the student's employment support team. The student's team shall include the student, the student's primary support, DSHS/DVR, and representatives as available from the District, DSHS/DDA, and other key agencies supporting the student to obtain a paid job in the community. Contact information and the affiliation of team members shall be maintained in the student's file.
 - 5. Coordinate with the student's support team if the student has not applied to DSHS/DVR and emphasize application and eligibility for DSHS/DVR services, including DSHS/DVR S2W planning, is required to maintain participation in the S2W program.
 - 6. Participate in employment service planning with the student, the student's primary support, and DSHS/DVR within two months of the start date documented on the Student/Agency Agreement Form. Include other key team members as applicable. The resulting plan shall be maintained in the student's file and include:
 - a. Clear expectations about the delivery of services the student will receive, including Job Foundations, Assessment, Job Placement, Intensive Training, and other Individual Supported Employment services, consistent with the S2W services definitions, located at <http://www.kingcounty.gov/DDECSD-contracts>.
 - b. The frequency and preferred method of communication between the Contractor and other members of the student's team.
 - c. A description of the student's initial areas of interest for employment including the hours of work per week the student is seeking.
 - d. Documented list of attendees and meeting date(s), including student and applicable guardian signatures.
 - 7. Make at least one face-to-face contact and no less than two (2) service hours delivered per month per student.

- a. Exceptions to face-to-face and minimum service hour requirements shall be requested and have written approval from the County prior to submitting monthly billing.
 - b. All face-to-face contacts and any exceptions provided by the County shall be documented and kept in each student's file.
8. Complete a written assessment report for all students within four (4) months of the start date indicated on the Student/Agency Agreement Form.
 - a. Reports may be completed through Job Foundations, other assessment activities, or a combination of each.
 - b. Reports shall address the items contained the S2W Areas of Assessment document, located at <http://www.kingcounty.gov/DDECSD-contracts>, and include recommendations and next steps that inform Job Placement Services.
9. For students participating in Job Foundations:
 - a. Complete the Job Foundations Report per the Job Foundation Guidelines located at <http://www.kingcounty.gov/DDECSD-contracts> within four months.
 - b. Submit the completed Job Foundations Report to the County for approval.
 - c. To ensure reimbursement, all reports must be submitted no later than May 31, 2022.
 - d. Contact the County if the Job Foundations Report cannot be completed within four months, by May 31, 2022, or necessary information cannot be collected to address the items contained the S2W Areas of Assessment document.
 - e. Upon approval, meet with the student, the student's primary support, and DSHS/DVR to review the report and determine next steps toward obtaining employment. Include other key team members as applicable.
10. For students not participating in Job Foundations, or students in Job Foundations who need additional assessment activities:
 - a. Gather information from the student and the student's home, school, and community to address assessment questions, summary of marketable skills, and supports needed.
 - b. Conduct assessment activities in integrated, individualized, community-based work settings. Where barriers exist, consult with the County.
 - c. Request a written extension from the County if assessment activities cannot be completed within four months.
 - d. Immediately notify the County and DSHS/DVR should a job offer occur during assessment.
 - e. Submit a written assessment report to the student, student's primary support, DSHS/DVR, and the County that summarizes the results of assessment activities. As applicable, attach results of additional assessment activities for students participating in Job Foundations.

- f. Meet with the student, the student's primary support, and DSHS/DVR to review the report and determine next steps toward obtaining employment. Include other key team members as applicable.
11. Obtain a DSHS/DVR S2W SDOP for Job Placement and Intensive Training.
- a. Upon completion of a written assessment report, a County approved Job Foundation Report, or additional assessment conducted for students participating in Job Foundations, meet with DSHS/DVR, the student, and the student's primary support. Include other key team members as applicable.
 - b. Job placement goals that are less than 10 hours per week shall be approved in advance by the appropriate DSHS/DVR Supervisor in consultation with the team. The team may include the Student, Student's family, DSHS/DVR Counselor, and the County.
 - c. Consult with King County if a DSHS/DVR SDOP for Job Placement and Intensive Training meeting cannot be scheduled in a timely manner.
 - d. Maintain a copy of these documents in the student's file.
12. Provide Job Placement, Intensive Training, and other S2W services.
- a. Upon official hire, submit to the County and DSHS/DVR in a single email, and in compliance with the S2W Billing and Reporting Requirements located at <http://www.kingcounty.gov/DDECSD-contracts> the hire date, name of employer, job title, hourly wage, number of hours per week, and any fringe benefits.
 - b. If a Student with a placement goal of 10 hours per week or more accepts a placement for less than 10 hours per week, approval shall be required by the appropriate DSHS/DVR Supervisor in consultation with the team including the Student, Student's family, DSHS/DVR Counselor and the County.
 - c. Upon job stabilization as defined in the School-to-Work Service Definitions located at <http://www.kingcounty.gov/DDECSD-contracts>, submit a request for confirmation/agreement to the County and DSHS/DVR in a single email in compliance with the S2W Billing and Reporting Requirements located at <http://www.kingcounty.gov/DDECSD-contracts>.
 - d. Consult with the County regarding other supports that may be available for ongoing job support.
 - e. Report a student's job loss in compliance with the S2W Billing and Reporting Requirements located at <http://www.kingcounty.gov/DDECSD-contracts>. Consult the student's team and update the DSHS/DVR SDOP for Job Placement and Intensive Training as necessary.
 - f. Consult with the County, DSHS/DVR, and student's team as available where it appears that S2W services may not continue during or after the end of the school year:
 - i. If discontinuance of service is the final determination, provide a document of service termination to the student and maintain a copy in the student's file. If the student cannot be reached, then the Contractor shall

demonstrate they have attempted to reach the client (for example: by evidence of a registered letter receipt retained in the student's file).

- ii. Document the termination date and code on the S2W Billing Invoice package in compliance with the S2W Billing and Reporting Requirements located at <http://www.kingcounty.gov/DDECSD-contracts>.
 - g. Comply with the S2W Exit and CSA Process located at <http://www.kingcounty.gov/DDECSD-contracts>. Formal exit from the S2W Program and funding coordination for students continuing Employment Services is contingent on County coordination with DSHS/DDA and DSHS/DVR as applicable. The S2W Exit and CSA Request Form located at <http://www.kingcounty.gov/DDECSD-contracts> shall be kept in the student's file.
- E. Identify in collaboration with schools, eligible students with birthdates between September 1, 2001 and August 31, 2002, who are exiting a King County school district in 2023. These activities shall be documented through staff logs, case notes, or other similar documents.

IV. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – DISTRICT

- A. S2W Services using the District model shall comply with the program requirements in the S2W Services general model, in addition to the requirements of the District model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. All students must be identified through the participating School District (the District) and approved by the County.
- C. The Contractor shall:
 - 1. Work with the District(s) to identify and assign employment consultant(s) based on a 40-hour per week 12-month position(s) dedicated to District model services, as specified on the S2W Payment Schedule located at <http://www.kingcounty.gov/DDECSD-contracts>. The employment consultant(s) will meet with the District to identify and coordinate shared responsibility with respect to providing CRP Community Based Assessment, Job Placement, and Intensive Training services to students. These activities shall be documented through staff logs, case notes, or other similar documents.
 - 2. Notify King County of staffing changes: such notification shall occur within one (1) business day.
 - 3. Serve all <insert applicable Districts> District referred eligible students for whom the Contractor shall be responsible to assess for employment and place in permanent paid employment.
 - 4. Provide no less than three (3) service hours delivered per month per student.
 - 5. Collaborate with each District to gain familiarity with younger students and assist the District, as appropriate, to establish meaningful community-based work experiences or paid employment for younger individuals enrolled in the District's program.

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

- A. S2W Services using the Project SEARCH model shall comply with the program requirements in the S2W Services general model, in addition to the requirements of the Project SEARCH model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. All students must be identified through the Seattle School District accepted by <insert project search title> Project SEARCH and approved by the County.
- C. The Contractor shall:
 - 1. Work with the District to identify and assign employment consultant(s) based on a 40-hour week 12-month position(s) dedicated to Project SEARCH model services, as specified on the S2W Payment Schedule located at <http://www.kingcounty.gov/DDECSD-contracts> and as negotiated with the County. The employment consultant(s) will meet with the District to identify and coordinate shared responsibility with respect to providing CRP Community Based Assessment, Job Placement, and Intensive Training services to students. These activities shall be documented through staff logs, case notes, or other similar documents.
 - 2. Provide no less than three (3) service hours delivered per month per student.
 - 3. Notify King County, in writing, of staffing changes; such notification shall occur within one (1) business day.
 - 4. Serve all District referred eligible students; the Contractor shall provide an employment assessment and place in permanent paid employment.

VI. SCHOOL-TO-WORK PROGRAM REQUIREMENTS – AGENCY COLLABORATION

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

2. All students shall attend a school district (District) participating in the Agency Collaboration model and be identified by the District, and the County, as having support needs that would be better served through this model in achieving employment.
 3. Except with prior written approval from the County, students shall have birthdates between:
 - a. September 1, 2000 and August 31, 2001, and exiting a participating school district in June 2022.
 - b. September 1, 2001 and August 31, 2002, and exiting a participating school district in June of 2023.
 4. The Contractor shall have participated in at least one S2W Agency Collaboration or shall have a minimum of two (2) years providing General Model S2W services and meet the current S2W average for employed students as determined by the County.
 5. The Contractor shall participate in District hosted face-to-face project meetings to identify and coordinate responsibilities and services that promote the successful employment of all students. These activities are documented through staff logs, case notes, or other similar documents.
 6. The Contractor shall participate in all County and/or District hosted S2W training and collaboration meetings except with prior written approval from the County.
 7. Where other Contractors are not participating within the District, or where across District collaboration is not possible or practical, the Contractor shall negotiate a collaboration plan with the County that may include technical assistance or other collaborative support.
 8. The Contractor shall collaborate with other participating Contractors within each district or across districts as applicable and focus on necessary activities that support Assessment, Job Placement, Intensive Training, and other Individual Supported Employment Services according to the Agency Collaboration Requirements located at <http://www.kingcounty.gov/DDECSD-contracts>.
 9. A description of all monthly collaborations, including service meetings and informal contacts must be included in the monthly report with sufficient high-level information about each student's progress.
- D. For each student, the Contractor shall:
1. Make at least two (2) face-to-face contacts per month per student for whom they have assigned responsibility. Any exception to this requirement shall have written approval from the County. A record of this shall be included in the monthly report.
 2. Provide no less than four (4) service hours delivered per month per student.
 3. Complete assessment activities within six (6) months of the start date indicated on the Student/Agency Agreement form.

- a. For students served less than two (2) years, consult the County to establish an assessment timeline.
 - b. Request a written extension from the County if assessment activities cannot be completed within the timeline.
4. Request additional technical assistance to address complicated support needs that serve as a barrier to completing Assessment, Job Placement, or Intensive Training Services. Each request shall be documented on the County Technical Assistance Request Form and provided to the S2W Program Manager.
 5. The Contractor shall identify, in partnership with the District and S2W Program Manager, eligible students with birthdates between September 1, 2001 and August 31, 2002, who are exiting a King County school district in 2023, or who have birthdates between September 1, 2002 and August 31, 2003, who are exiting a King County school district in 2024, and who may best benefit from the S2W Collaboration model. These activities shall be documented through staff logs, case notes, or other similar documents.

VII. S2W PROGRAM REQUIREMENTS – ACHIEVE

- A. The ACHIEVE model shall comply with the program requirements in the S2W services general model, in addition to the requirements of the ACHIEVE model.
- B. Meet eligibility requirements in Exhibit III, Section III. A. and approved by the County.
- C. The Contractor shall:
 1. Identify and accept students for the 2021 – 2022 school year who shall maintain enrollment at Highline College, and be supported by the Contractor’s staff to:
 - a. Attend classes offered by the Contractor.
 - b. Participate in community-based activities to facilitate employment; and/or
 - c. Maintain paid community-based employment.
 2. Provide no less than three (3) service hours delivered per month per student.
 3. Collaborate with school personnel to establish a participation agreement specifying responsibility of each party for student services. A copy of the student’s agreement shall be kept in their file.

VIII. S2W REPORTING, BILLING, AND METHOD OF PAYMENT

- A. Billing and Reporting
 1. A modified monthly billing and reporting package provided by the County shall serve as the Contractor’s invoice to the County for services rendered.
 2. The Contractor shall complete the monthly billing and data reporting package and comply with the S2W Billing and Reporting Requirements. Located at <http://www.kingcounty.gov/DDECSD-contracts>.

3. The County, at its option, may withhold reimbursement for any month in which the S2W Billing and Reporting Requirements are not followed or are incomplete, or where required individual monthly summaries have not been received, are incomplete, or are inaccurate.

B. Method of Payment

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