



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

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

Contractor \_\_\_\_\_  
 Project Title Birth-to-Three Services  
 Contract Amount \$ Per published reimbursement schedule  
 Contract Period From: July 1, 2017 To June 30, 2019  
 DUNS No. (if applicable) N/A SAM No. (if applicable) N/A

THIS CONTRACT No. \_\_\_\_\_ is entered into by KING COUNTY (the “County”), and Boyer Children’s Clinic (the “Contractor”) whose address is \_\_\_\_\_.

<b>FUNDING SOURCES</b>	<b>FUNDING LEVELS</b>	<b>EFFECTIVE DATES</b>
COUNTY	Per published reimbursement schedule	7/1/2017 – 6/30/2018
FEDERAL Federal Catalogue No. 84.181	Per published reimbursement schedule	7/1/2017 – 6/30/2018
STATE	Per published reimbursement schedule	7/1/2017 – 6/30/2018
TOTAL	Per published reimbursement schedule	7/1/2017 – 6/30/2018

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

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

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

**I. Incorporation of Exhibits**

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

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

Certificates of Insurance/Endorsements  
General Requirements  
Birth-to-Three Services

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

## II. **Term and Termination**

- A. This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2019, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other

information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.
- D. If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

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

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

#### **VIII. Audits**

- A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial

assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

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

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

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

- A. The County will notify the Contractor in writing of the nature of the breach;  
The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

**X. Dispute Resolution**

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

**XI. Hold Harmless and Indemnification**

- F. 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.

- G. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- H. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

- I. 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.
- J. 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.
- K. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- L. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## **XII. Insurance Requirements**

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

## **XIII. Assignment/Subcontracting**

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

- C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

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

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

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

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

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

- A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or



promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

- C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

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

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

#### **XVII. Proprietary Rights**

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

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

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

#### **XVIII. Political Activity Prohibited**

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

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

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

**XX. Future Support**

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

**XXI. Entire Contract/Waiver of Default**

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

**XXII. Contract Amendments**

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

**XXIII. Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

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

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

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

**XXV. Applicable Law**

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

**XXVI. No Third Party Beneficiaries**

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

**XXVII. Contractor Certification**

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

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

KING COUNTY

CONTRACTOR

FOR

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

**INTENTIONALLY BLANK PAGE**

**EXHIBIT I**

**CERTIFICATES OF INSURANCE/ENDORSEMENTS**

**Placeholder – Certificate of Insurance**

## EXHIBIT II

### GENERAL REQUIREMENTS

#### I. CONTRACTOR REQUIREMENTS

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

The definitions applicable to this Contract are at:

<http://www.kingcounty.gov/operations/DCHS/contracts>

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

##### B. Organizational Requirements

1. The Contractor shall provide Early Intervention Services to persons determined eligible by the Washington State Department of Early Learning, Early Support for Infants and Toddlers (DEL/ESIT) program and Washington State Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA).
2. The Contractor will ensure the organization's compliance with the following, which are incorporated by reference:

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

170-400 Early Support for Infants and Toddlers Program

388-06 Background Checks

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

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

3.01 Service Plans

5.01 Background Authorizations

5.03 Client Complaints

5.05 Limited English Proficiency Clients

5.06 Client Rights

5.13 Protection from Abuse: Mandatory Reporting

5.17 Physical Intervention Techniques

5.19 Positive Behavior Support for Children and Youth

6.08	Mandatory Reporting Requirements for Employment and Day Program Services Providers
6.13	Provider Qualifications for Employment and Day Program Services
7.05	Mortality Reviews
9.07	Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome
13.04	Disability Rights Washington Access to Client Records Maintained by DSHS/DDA

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

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

**DDA Guiding Values -**

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

**The following documents found at:**

<http://www.kingcounty.gov/operations/DCHS/contracts>

- Individuals with Disabilities Education Act, Part C
- Practice Guides

**Washington State's Federally Approved Plan -**

<https://www.del.wa.gov/publications/esit/default>

**Washington's State Performance Plan and Annual Performance Reports –**

<https://www.del.wa.gov/publications/esit/default>

**Family Educational Rights and Privacy Act of 1974, Part B** (34 CFR 300.560 through 330.576) – <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

**Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business**

– Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Exec. Order No. 13513, 3 CFR 246 (2010).

**Public Records Act** – Chapter 42.56 Revised Code of Washington (RCW)

**Freedom of Information Act** – 5 [USC §522](#)

3. Staff Training and Credentialing Requirements

- a. Contractors shall orient and train Early Intervention Services providers on current DEL/ESIT policies, procedures and other guidance documents.
- b. Family Resources Coordinators (FRC) will complete additional required training, as described in the FRC Training Requirements; a copy of this document is available at <http://kingcounty.gov/DCHS/contracts>.
- c. Individuals who process referrals shall complete FRC Year One Introductory Modules prior to providing Part C of Individuals with Disabilities Education Act (IDEA) overview process and/or Procedural Safeguards information to families.
- d. The Contractor is encouraged to review the DEL/ESIT Basic Part C modules, DEL/ESIT resource materials, and participate in DEL/ESIT and County-sponsored training opportunities.
- e. New providers shall complete Child Outcome Summary (COS) modules 1 through 4 and complete the Survey Monkey, within the first three months of providing services. The modules are on DEL's web site at <http://www.del.wa.gov/development/esit/training.aspx>.
- f. The contractor shall disseminate DEL/ESIT resource materials and invite participation in other training opportunities.
- g. The Contractor shall ensure that all staff members are properly licensed (see, [https://del.wa.gov/sites/default/files/imported/publications/esit/docs/Qualified\\_Personnel\\_Guidelines.pdf](https://del.wa.gov/sites/default/files/imported/publications/esit/docs/Qualified_Personnel_Guidelines.pdf)) and/or certified within the State of Washington, as related to the Contractor's credentialing requirements, and consistent with the requirements of the Washington State Federally Approved Plan; documentation of required credentials will be kept on file.
- h. The Contractor shall implement a training plan, and document, in writing, that all staff members have received training on each of the specific policies referenced within DSHS/DDA Policy 6.13, *Provider Qualifications for Employment and Day Program Services*, Section D. Training shall be completed for new employees, volunteers, and interns at hire, within the timeframes identified in DSHS/DDA policy 6.13. All Staff members shall also receive subsequent annual training on the topics identified in DSHS/DDA policy 6.13.
- i. 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.

4. Confidentiality of DEL Information

a. Scope of Protection

This Section applies to data, information, or materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by the DEL, the Contractor, or subcontractors. Such data, information, and materials shall include but is not limited to all confidential information.

b. Use of Confidential Information

- i. For data and confidential information collected, used, or acquired in connection with this Contract the parties shall comply with the following:
  - a) All federal and state laws and regulations, as currently enacted or revised, regarding data and confidential information protection, security, and electronic interchange; and
  - b) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of data and confidential information.
- ii. The DEL does not warrant or guarantee the accuracy of the data or confidential information provided pursuant to this Contract. The Contractor/subcontractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

c. Information Technology Security Standards

- i. The Contractor and its staff and the subcontractors and their staff shall comply with the following:
  - a) The Contractor shall assure that its security practices and safeguards for DEL data meet Washington State Office of the Chief Information Officer (OCIO) IT Standards provided and maintained in the following URL: <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.
  - b) DEL shall provide in writing any DEL specific standards, practices, and safeguards that the Contractor must meet that are not covered in OCIO Policy 141.

- ii. The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information. The Contractor/subcontractor shall make the data and confidential information available to amend as directed by DEL and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

d. Confidentiality Protection

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

- i. Ensure that the Contractor, the Contractor's staff, subcontractors, and the subcontractors' staff use confidential information solely for the purposes of accomplishing the services set forth in this Contract.
- ii. Limit access to confidential information to the Contractor's staff and subcontractors' staff requiring access for performance of their assigned duties.
- iii. Require that the Contractor's staff and subcontractors' staff having access to confidential information sign a Statement of Confidentiality and Non-Disclosure Agreement. Confidential information shall not be released to the Contractor's staff person(s) or subcontractors' staff person(s) until the following conditions have been met:
  - a) The DEL approves the Contractor's staff person, or subcontractor's staff person, to work on this Contract; and
  - b) The DEL must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Contractor staff person, from the Contractor; or
  - c) The Contractor has received a signed Statement of Confidentiality from the subcontractor.
- iv. Notify its staff person(s) and ensure its subcontractors notify the subcontractors' staff person(s) of the requirements of this Section, and:

The Contractor/subcontractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the

Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).

- v. Ensure that confidential information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- vi. Ensure that confidential information is protected from loss and from unauthorized physical or electronic access.
- vii. Destroy all confidential information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the confidential information is no longer used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 27 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of confidential information, confidential information required to be destroyed under this section must be destroyed as follows:
  - a) For paper documents containing data, but not confidential information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
  - b) For paper documents containing Confidential Information requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
  - c) If data or confidential information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
  - d) If data or confidential information has been stored on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating or crosscut shredding.
  - e) If data or confidential information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the data or confidential information by using a "wipe" utility which will overwrite

the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).

f) USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data or confidential information by using a “wipe” utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).

viii. Within fifteen calendar days after the completion of the requirements contained in Exhibit II, section I.B.4.d.vii Contractor/subcontractor shall complete and deliver to the County a signed Certification of Data Disposition.

ix. Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

x. Shall immediately notify the County after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure. The Contractor/subcontractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless the DEL for any damages related to a breach of security by their officers, directors, employees, subcontractors or agents.

e. Confidentiality Breach

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

- i. Terminate the Contract;
- ii. Require that the Contractor return all confidential information to the DEL that was previously provided to the Contractor by the DEL;
- iii. Require that the Contractor destroy all confidential information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

- iv. Suspend the Contractor's on-line access to accounts and other information.
- f. Method of Transfer

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

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

As used throughout this Contract, the following terms shall have the meanings set forth below:

  - i. "Confidential Information" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
  - ii. "Converted Data" means the data which has been successfully converted by the Contractor/subcontractor for processing by the DEL's computer system.

- iii. "Data" means the DEL's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- iv. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

5. Confidentiality of DSHS information

- a. The Contractor/subcontractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated there under, except:
  - i. As provided by law; or,
  - ii. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information. The parties shall protect and maintain all Confidential Information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
    - a) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
    - b) Physically securing any computers, documents, or other media containing the Confidential Information.
- b. To the extent allowed by law, at the end of the contract term, or when no longer needed, the Contractor/subcontractor shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the County.
- c. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

- d. The compromise or potential compromise of Confidential Information must be reported to the County Contact designated on this contract within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

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

- A. As required by the DSHS/DDA Criteria for Evaluation, the Contractor shall implement agency policies related to:
  1. Protecting the confidentiality of private information;
  2. Protection of individual rights;
  3. Ensuring equal access for persons who do not speak or have a limited ability to speak or write English; and,
  4. Incident reporting; the policy shall:
    - i. Incorporate the requirements of DSHS/DDA policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Service Providers;
    - ii. Require the submission of incident reports to the County within the same timeframes identified in DSHS/DDA policy 6.08;
    - iii. State that if the Contractor is notified by DSHS or the County that a staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this Contract; and,
    - iv. Include a process for the tracking and analysis of incidents for trends and patterns.
- 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.
- C. Contractors shall agree to avoid situations that create a conflict of interest. A conflict of interest is defined as a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity, for example: A provider employed or under contract through an early intervention program

refers an enrolled child to their outside business for services not outlined on the Individual Family Service Plan (IFSP) would present a conflict of interest.

### **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 children and vulnerable DSHS/DDA clients, in accordance with RCW 43.215.215-218, 43.215.425, 43.43.830-840, and 74.15.030, Chapter 170-06 and 388-06 WAC, and DSHS/DDA Policy 5.01, *Background Checks*.
- B. An individual who has a background containing any of the permanent convictions on the director's list, WAC 170-06-0120(1), will be permanently disqualified from having unsupervised access to children receiving EI services.
- C. An individual who has a background containing any of the nonpermanent convictions on the director's list, WAC 170-06-0120(2), will be disqualified from having unsupervised access to children receiving Early Intervention Services for five years after the conviction date.
- D. If the Contractor elects to hire or retain a current or prospective employee, subcontractor or volunteer after receiving notice the current or prospective individual has a conviction for an offense would disqualify the individual from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then the County will deny payment for any subsequent services rendered by the disqualified individual provider.
- E. As outlined in DSHS/DDA policy 6.13, the DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance. Background checks may be submitted to DEL, for processing by the BCCU.
- F. The Contractor shall retain background checks and the associated authorization forms on file, consistent with the record retention requirements of this Contract.

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

The Contractor and its staff members are mandated reporters under RCW 74.34.020(11) and must comply with reporting requirements described in RCW 74.34.035, and RCW 74.34.040 and Chapter 26.44 RCW. If the Contractor is notified by the County, the DEL 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 children who have been declared eligible by DEL/ESIT and DSHS/DDA, and referred to the agency. The Contractor may bill for services provided to a resident of another county.



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

**VII. DISPUTE RESOLUTION**

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

**VIII. BILLING AND METHOD OF PAYMENT**

A. Billing

The Contractor shall:

1. Submit monthly a billing package in a format provided or approved by the County, and review the documents for accuracy and completeness prior to submitting them to the County.
2. Submit the monthly billing package by the due date specified in a billing schedule provided by the County.
3. Document all services billed to the County.
4. Report information on the monthly billing report form as outlined in billing instructions provided by the County.
5. The monthly County Billing Report form and other required reporting documents serve as the Contractor's invoice to the County for services rendered. The County may, at its option, withhold or recover reimbursement for any month for which the required reports have not been received, are incomplete, or inaccurate.

B. Method of Payment for Birth-to-Three Services

1. The Contractor shall be reimbursed monthly according to the rate specified in a rate schedule provided by the County. The rate schedule is at <http://kingcounty.gov/DCHS/contracts>.

2. The Contractor shall not request reimbursement by the County when the same services are paid for by any other source of public or private funding.

- C. Reimbursements for services provided to participants who reside in other counties are based on the rate paid by those counties.

**IX. FINANCIAL AND PROGRAMMATIC REPORTING REQUIREMENTS**

Reporting Requirements for Birth-to-Three Services

The Contractor shall:

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

**EXHIBIT III**  
**BIRTH-TO-THREE SERVICES**

**I. PROGRAM DESCRIPTION**

A. Goal

To 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 by providing an array of Birth-to-Three Child Development Services (CDS) to a child and his/her caregivers designed to enhance a child's development.

B. Objectives

The Contractor shall provide Early Intervention Services to eligible children and their families.

C. Eligibility

A child is eligible for services if he/she meets the eligibility criteria identified in:

1. The State application for Individuals with Disabilities Act (IDEA) Part C funds;
2. Chapter 170-400 WAC and WAC 388-823-0610;
3. The child's family provides written consent to receive Part C services; and,
4. An IFSP is developed by a multidisciplinary team, inclusive of participation of the child's family.

D. Program Requirements

1. The Contractor shall ensure Early Intervention Services are implemented to:
  - a. Meet the developmental needs of each eligible infant and toddler with disabilities or developmental delays; and,
  - b. Meet the needs of the family related to enhancing the infant's or toddler's development.
2. The Contractor shall ensure that families are provided with or assisted to obtain Birth-to-Three services:
  - a. In accordance with Washington State's Early Support for Infants and Toddlers Policies and Procedures;

- b. Under Public Supervision provided by King County;
  - c. Until the eligible child's third birthday;
  - d. That is not provided through other public or private funding sources;
  - e. In collaboration with the IFSP team;
  - f. Delivered by qualified personnel, and in natural environments, to the maximum extent appropriate to meet the needs of the child; and
  - g. In conformity with the IFSP, as outlined in Washington's State Plan and the Data Management System (DMS).
3. Services identified in each child's IFSP shall be available 12 months of the year.
4. The Contractor shall:
- a. Meet the current targets for all applicable indicators as established in the State Performance Plan, or show progress towards achieving the goal. If requested by the County, the Contractor will work with the County to develop a plan for achieving unmet targets;
  - b. Analyze the Family Outcomes Survey results annually; program improvement activities shall be developed and implemented based upon survey results.
  - c. Distribute information to enrolled families, including but not limited to:
    - i. Opportunities to attend trainings and other informational events or activities;
    - ii. King County Interagency Coordinating Council and committee meeting notices;
    - iii. Opportunities to participate in activities and events intended to gather input into policy and procedures;
  - e. Facilitate opportunities to make connections with other families and children; and
  - f. Collaborate with families, school professionals, physicians, and others to maximize available services, and to, provide the most effective care, treatment and training, to ensure an appropriate continuum of services.
  - g. Send at least one representative and report back from these meetings:
    - i. King County Interagency Coordinating Council Meetings

- ii. Early Intervention Provider Meetings
  - h. Engage with healthcare, early learning, and community partners to promote developmental screening and improve referrals to services and supports.
5. Upon request, any provider who holds a sole contract with a School District, allowing for sub-contracting, must establish a subcontract agreement with the requesting provider, serving children in that district. Requirements for subcontracts are:
- a. The subcontract must be executed within 30 calendar days of notification by the serving provider.
  - b. Fully executed contracts shall be provided to the County, no later than the date indicated in the Deliverables Schedule; the schedule is available at <https://kingcounty.gov/DCHS/contracts>.
  - c. Contractor may not charge administrative indirect expenses in excess of the limits below for any contracts or amendments to existing contracts executed on or after January 2, 2017:
    - i. No more than ten percent of the total public moneys received by an entity providing Part C required components or direct services.
    - ii. No more than five percent of the total public moneys received by an entity acting as a pass through for state or federal funding.

## II. **MINIMUM FILE DOCUMENTATION**

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

- A. Evidence to illustrate that each family has been informed of their right to due process, mediation, and the citizen's complaint process, as described in the State application and in accordance with state policy and procedure;
- B. Referral date;
- C. Evidence to illustrate each family is contacted within two working days of receipt of the referral;
- D. A multi-disciplinary evaluation to determine a child's Early Intervention Services eligibility must be completed in one visit. If a single session is not practicable or possible, then the Contractor must complete evaluation within timelines in as few visits as possible. General exceptions to the single evaluation session include:

1. Unforeseen illness or absence by evaluation team member(s), or the child or family.
  2. A child is referred from another Early Intervention Services provider with a completed or partially completed evaluation.
- E. Evidence that the DECA-IT or DECA-C was used for initial evaluation, entry COS and exit COS.
  - F. Evidence to illustrate that the initial IFSP was developed within 45 days of the referral date;
  - G. Signed Prior Written Notice and Consent forms;
  - H. Completed IFSP(s); the documents must be prepared in the format required by the DEL/ESIT program;
  - I. Each service provided, inclusive of the service start date for each service;
  - J. Evidence to illustrate that the COS process is completed, using the structure identified in the DMS. The COS process must be completed at and exit from Early Intervention Services if the child has been in the program at least six months;
  - K. Other activities provided to or for the child and/or their family, including resource development in the family's community; and
  - L. Evidence to illustrate that each family was informed of the Washington State System of Payments and Fees in accordance with the state policy and guidelines available at <https://kingcounty.gov/DCHS/contracts>.
  - M. Describe how evaluations and assessments needed to determine part C of IDEA eligibility are provided in accordance with ESIT's System of Payments and Fees (SOPAF) Policy and established local fiscal procedures, within the geographic EIS area; and
  - N. Clear documentation that a consistent sliding fee scale methodology was used if the family declined to use insurance or the family has non-creditable insurance.

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

With written parent consent:

- A. A child identified with any vision loss is added to Washington State School for the Blind registry.
- B. A child identified with combined vision impairment and hearing loss is referred to Washington Sensory Disabilities services/ Deaf-Blind Project registry.

- C. A child identified with any hearing loss is added to the Center for Deafness and Hearing Loss registry.
- D. A child identified with any hearing loss is referred to the designated neutral Family Resources Coordinator (FRC) who specializes in serving children who are deaf or hard of hearing and their families. The neutral FRC will:
  - 1. Assist the family in deciding the type of educational/ instructional model appropriate for their individual family situation, serving as the family's FRC; and
  - 2. Serve as a consultant with the child's existing team to help determine treatment options is a child is already enrolled with a Birth-to-Three Contractor.
- E. A child identified with any vision concerns or impairment is referred to the designated King County teacher for the visually impaired for evaluation and potential ongoing consultation.

#### **IV. FAMILY RESOURCES COORDINATION REQUIREMENTS**

The Contractor will:

- A. Assure family resources coordination services are consistently provided by qualified and knowledgeable FRCs that are assigned in a timely manner.
- B. Assure new FRCs register for training at <http://web3.esd112.org/specialized-services-birth-21/frc/training>.
- C. Assure all active FRCs receive needed initial training on local systems, Introductory FRC Modules and the Introductory DMS Module, before working independently as an FRC.
- D. Assure all active FRCs receive continued supervision, DEL/ESIT required training, and supports that are sufficient to perform their duties. This includes monitoring the activities of local FRCs duties and functions and assuring their knowledge and skill level is adequate to provide FRC services.
- E. Monitor all FRC files regularly to ensure compliance with documentation and timeline requirements.
- F. Maintain and track FRC training records.
- G. Assure Year three and beyond FRCs submit contact hours on the FRC Training Report Form, downloadable at the Educational Service District 112 website, to the FRC Training Contractor, by June 30 of each contract year.
- H. Maintain knowledge of the training requirements in order to answer FRC questions.
- I. Offer information to families on the medical home model of primary care. Medical homes promote wellness, provide acute care and chronic care management, and build

on the strengths and concerns of the family. Information available at:  
<https://kingcounty.gov/DCHS/contracts>.

## **V. PROVISION OF FRC SERVICES**

- A. Within three (3) business days after receiving a referral, a FRC will be assigned and make contact with the family to:
  - 1. All FRCs shall maintain a case load ratio of 35-55 families to one full time equivalent FRC. In the event a Contractor exceeds this ratio for more than two months, the Contractor shall submit a written plan to address how they will reduce this ratio.
  - 2. The Contractor shall, with appropriate consent, notify referral sources of the receipt and disposition of each referral.

## **VI. WASHINGTON STATE DEPARTMENT OF EARLY LEARNING DATA MANAGEMENT SYSTEM**

The Contractor will ensure:

- A. The data entered into the Data Management System (DMS) is accurate, valid, and reliable.
- B. No later than ten (10) business days after any event/activity, data is entered into the DMS. Examples of events/activities to include are referrals, evaluation/assessment, eligibility, Child Outcome Survey (COS) entry, IFSP meetings, transition conference, Exit COS and transitions.
- C. All DMS data must be updated prior to transferring a child's record to another Early Intervention Services provider.
- D. That all staff and subcontractors who are going to use the DMS are sufficiently trained on the system before assuming those duties.
- E. Washington State DMS data is used monthly, quarterly, and annually to make program changes, increase compliance, improve performance, and assess progress.
- F. The Contractor shall use the DMS, for the following purposes:
  - 1. Referral and evaluation/assessment
  - 2. Eligibility
  - 3. Individual Family Service Plan development and issuance
  - 4. Child Outcome Survey entry and exit data reporting



5. Transition activities
6. To produce DMS reports to determine program progress in achieving compliance and improving performance.
7. To maintain the child's Part C electronic record

## **VII. EXITING SERVICES**

- A. When services terminate on the child's third birthday. The Contractor shall ensure all termination steps are completed, including:
  1. Notifying families of the need for transition planning no later than six months prior to a child's third birthday;
  2. Convening a transition meeting no later than 90 days prior to the child's third birthday in accordance with the federal regulations and the State application. Representatives from the child's school district of residence shall be invited with adequate notice to participate in the transition meeting.
  3. The Contractor shall inform families about DSHS/DDA requirements, including:
    - a. Washington State DSHS/DDA's requirement to re-apply for DSHS/DDA services, and to participate in a DSHS/DDA eligibility determination by the child's fourth birthday in order to continue to be enrolled as a DSHS/DDA client;
    - b. Services which may be available through DSHS/DDA and how to access them, including individual and family services waiver
    - c. Early Intervention Services shall be terminated for any child who demonstrates, through the ongoing assessment process, developmental functioning is within normal limits. The Contractor shall assist the family in developing a plan designed to support the child and family with transition out of Birth-to-Three services.
    - d. For all children who exit services, the Contractor shall:
      - i. Notify DSHS/DDA using the change form, and
      - ii. Document discharge date in the King County billing packet.
- B. Early Intervention Services shall be terminated for any child who demonstrates, through the ongoing assessment process, developmental functioning is within normal limits. The Contractor shall assist the family in developing a plan designed to support the child and family with transition out of Early Intervention Services.
- C. If the parent(s) declines participation in the DEL/ESIT program, the FRC shall document this decision on the Declining Participation in the DEL/ESIT Program form.

- D. Families should be billed according to SOPAF for the services provided at the time the DECA-IT and DECA-C was administered but not the DECA-IT or DECA-C in and of itself.

**VIII. COMPENSATION AND METHOD OF PAYMENT**

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

1. Medicaid for all enrolled children who receive Medicaid reimbursable services;
2. Private insurance including all applicable co-pays/co-insurance and deductibles collected for all children with third party coverage who receive third party reimbursable services;
3. Monthly fees paid in accordance with Washington’s *System of Payments and Fees Policy*;
4. Other state or local public funds such as Best Starts for Kids, DSHS/DDA and school district; and
5. Part C as payer of last resort.

B. Billing Invoice Package

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

C. Method of Payment

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

FUND SOURCE	MONTHLY REIMBURSEMENT	INVOICE PACKET
Best Starts for Kids	In accordance with the County’s Birth-to-Three Services Rate Sheet, at <a href="http://www.kingcounty.gov/DCHS/contracts">http://www.kingcounty.gov/DCHS/contracts</a>	Client list form and invoice
Best Starts for Kids Extraordinary Expenses	Case-by-case basis with approval by the County.	Extraordinary expense billing invoice
DSHS/DDA CDS	In accordance with the County’s Birth-to-Three Services Rate Sheet, at <a href="http://www.kingcounty.gov/DCHS/contracts">http://www.kingcounty.gov/DCHS/contracts</a>	Client list form and invoice

FUND SOURCE	MONTHLY REIMBURSEMENT	INVOICE PACKET
Federal IDEA, Part C	In accordance with the County's Birth-to-Three Services Rate Sheet, at <a href="http://www.kingcounty.gov/DCHS/contracts">http://www.kingcounty.gov/DCHS/contracts</a>	Client list form and invoice
Federal IDEA, Part C Extraordinary Expenses	Case-by-case basis with prior approval by the County.	Extraordinary expense billing invoice

1. General Billing Conditions

- a. The child or family shall receive a minimum of one direct documented contact as defined in Section VIII.C.2.b. or Section VIII.C.3.b. of this Exhibit during the month billed.
- b. If a child is receiving services from more than one provider in accordance with his/her IFSP, both providers delivering services shall bill the County for the child.
- c. If, over the course of a month, the family chooses a new provider to deliver FRC services, both providers serving the child shall receive reimbursement from the County.
- d. The County may, at its option, withhold reimbursement for any month for which the required reports have not been received or are not accurate.
- e. Invoices must be received no later than the tenth working day of the month, except the December and June billings, which are due by the fifth working day of the following month. Late bills may be held and not processed until the next month's billing is received. Please contact your County program manager if you cannot meet these billing timelines to discuss options.
- f. A monthly preliminary client list report for each fund source shall be prepared by the County and provided to the Contractor for verification and correction. A completed Contractor-revised version shall be submitted with the monthly invoice packet.
- g. Any required reports must be received with the monthly billing invoice. The number of actual clients reported on the billing invoice shall not exceed the total number of eligible children on the client list reports.

2. The following conditions apply for billing CDS only:
  - a. A child must have received a direct face-to-face contact in the provision of Birth-to-Three services. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services;
  - b. A Reimbursement Request Worksheet, in a format approved or provided by the County, shall outline the monthly request, which includes calculations of the monthly rate reimbursement multiplied by the number of children served.
  - c. Prior to billing the Contractor shall:
    - i. Ensure the child has a completed IFSP.
    - ii. Submit an application to DSHS/DDA on behalf of the child, and
    - iii. Verify the effective date of DSHS/DDA Authorization includes the billing period.
  
3. The following conditions apply for billing Part C services only:
  - a. A child must have received a direct face-to-face contact in the provision of services listed in the Washington State's Federally Approved Plan – Section III.A., Early Intervention Services except for FRC services. For FRC services only, a direct documented contact may be in person, over the phone, via email, or United States mail, but must relate to the development or coordination of an IFSP or be an activity identified in the IFSP and must include an expectation of reciprocity;
  - b. In the event the services were begun in one month, but the IFSP was not entered into the DMS until the following month, the Contractor may enter and be reimbursed for two service months for each eligible new child. In this case, the Contractor shall enter a two in the column entitled "Unit" and multiply the unit rate by two. With prior approval from the County, under some other circumstances, the Contractor may bill for more than one month retroactively;
  - c. Part C Funds provided through this Contract are part of IDEA payor of last resort and the Contractor shall ensure these funds are:
    - i. Not used to satisfy a financial commitment for EIS that otherwise would have been paid for in-full or in-part from another public or private source; and
    - ii. Only used for EIS that an infant or toddler with a disability needs, but is not currently entitled to receive or have payment made from any other federal, state, local, or private source.

- d. IDEA, Part C funds received under this contract:
    - i. Are discrete and not commingled with other funds;
    - ii. Are used so as to supplement the level of federal, state and local public funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those funds;
    - iii. To meet the prohibition against supplanting requirement, the total amount of state and local public funds budgeted for expenditures in the current fiscal year for will be at least equal to the total amount of state and local public funds actually expended for Early Intervention Services in the most recent preceding fiscal year, for which the information is available; and
    - iv. When calculating the total amount of local Early Intervention Services funds, do not include charitable contributions to non-profit agencies in the total amount of local funds.
  - e. The Contractor shall ensure Part C funds are used in compliance with Part C laws and regulations and the provisions of this contract.
  - f. Prior to billing the Contractor shall:
    - i. Ensure the child has a completed IFSP.
    - ii. Submit an application to DSHS/DDA on behalf of the child, and
    - iii. Verify the effective date of DSHS/DDA Authorization includes the billing period.
4. The following conditions apply to Extraordinary Expense Approval Form requests:
- a. Complete and submit the Extraordinary Expense Approval Form located online at <http://www.kingcounty.gov/healthservices/DDD/partnersResources/provider%20documents.aspx>.
  - b. Attach at a minimum of the following documentation:
    - i. Professional or medical evaluation(s) and/or recommendations documenting the need for the service/item;
    - ii. A copy of the IFSP identifying and defining the child's service needs;

- iii. An explanation of why routine services available within the context of our current Early Intervention Services system shall not meet the child's needs;
  - iv. A clear description of purchase;
  - v. A completed Payor of Last Resort Worksheet; and
  - vi. A copy of the invoice from the provider/supplier of the goods or services.
5. The following conditions apply to Best Starts for Kids services:
- a. A child must have received a direct face-to-face contact in the provision of services listed in the Washington State's Federally Approved Plan – Section III.A., Early Intervention Services except for FRC services. For FRC services only, a direct documented contact may be in person, over the phone, via email, or United States mail, but must relate to the development or coordination of an IFSP or be an activity identified in the IFSP and must include an expectation of reciprocity.
  - b. In the event the services were begun in one month, but the IFSP was not entered into the DMS until the following month, the Contractor may enter and be reimbursed for two service months for each eligible new child. In this case, the Contractor shall enter a two in the column entitled "Unit" and multiply the unit rate by two. With prior approval from the County, under some other circumstances, the Contractor may bill for more than one month retroactively.

## **IX. REPORTING REQUIREMENTS**

### **A. Requirements for participation in the DMS**

- 1. The Contractor shall participate in the DMS by entering the minimum data fields designated by DEL/ESIT.
- 2. It shall be the Contractor's responsibility to maintain the data system, so all the data for one month is fully and accurately entered by the tenth working day of the following month. If a child's information is not completely entered into the data system the Contractor may not be reimbursed by the County.

### **B. Revenue and Expenditure Reports**

The Contractor shall submit a revenue and expenditure report to the County program staff, which identifies Birth-to-Three program income by source and expenditures by category. This report shall be submitted on an annual basis. Revenue and Expenditure Reports are due no later than 45 days following the close of the reporting period. These reports shall be in a format approved by the County.

C. State and Local Public Revenue Report

The Contractor shall provide the total income received for Early Intervention Services from state or local public funding sources, including funds from Developmental Disabilities Administration, state special education, and Medicaid; and private funded family fees. The report shall include Contractor and subcontractor Early Intervention Services revenues information for the delivery of Early Intervention Services provided from July 1, 2016 –June 30, 2017. The report is due no later than September 15, 2017.

D. School District Contracts

The Contractor shall submit copies of all School District Contracts to the County program staff, no later than September 15, 2017, or upon execution of 2017-18 school contract.

E. Criminal Background Check Reports

The Contractor shall submit a criminal background check report to the County program staff at the end of each calendar year. The format shall be provided or approved by the County. This report shall contain a list of all paid and volunteer staff with unsupervised access to children served by this contract. The report shall include the date their criminal background check, as defined in RCW 43.43.830-845 was completed, and the date results were received. This report shall be routinely updated to reflect new hires, terminated staff, and a status log of criminal background checks.

F. Periodic Reporting Requirements

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