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**KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT EXAMPLE**

|  |  |
| --- | --- |
| Contractor | AGENCY  |
| Project Title | Community Youth and Adult Services – Technical Assistance Example II |
| Contract Amount  | $XXX |
| Contract Period From:  | DATE | To | DATE |
| DUNS No. (if applicable) | N/A | SAM No. (if applicable) | N/A |

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

|  |  |  |
| --- | --- | --- |
| **FUNDING SOURCES** | **FUNDING LEVELS** | **EFFECTIVE DATES** |
| COUNTY | $XXX |  |
| STATE | $XXX |  |
| **TOTAL** | $XXX |  |

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. **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:

|  |  |
| --- | --- |
| Certificates of Insurance/Endorsements | Attached hereto as Exhibit I |
| General Requirements | Attached hereto as Exhibit II |
| Individual and Family Empowerment, Technical Assistance, and Training | Attached hereto as Exhibit III |

1. **Term and Termination**
	1. This Contract shall commence on DATE, and shall terminate on DATE, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
	2. 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.
	3. 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.

* 1. 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.

* 1. 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.
1. **Compensation and Method of Payment**
	1. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).
	2. 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.
	3. 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.
2. **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 the Governmental Accounting Standards Board or both as is applicable to the Contractor’s form of incorporation.

1. **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/>.

1. **Maintenance of Records/Evaluations and Inspections**
	1. 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.
	2. In accordance with the nondiscrimination and Equal Employment Opportunity (EEO) 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.

* 1. 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.
	2. 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. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
	3. 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.
	4. 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.
1. **Compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996**

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>

1. **Audits**
	1. If the Contractor, for-profit or non-profit, receives in excess of $100,000 in funds during its fiscal year from the County, it shall provide a fiscal year audited financial statement prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor’s fiscal year.
	2. Additional audit or review requirements which may be imposed on the County, such as the Office of Management and Budget (OMB) Single Audit requirement, will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.
	3. A Contractor that is not subject to the OMB Single Audit requirement 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 statement audit 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 audit was completed.
2. **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:

* 1. 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;

* 1. 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;
	2. 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.;
	3. 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
	4. 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.
1. **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.

1. **Hold Harmless and Indemnification**
	1. 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.

* 1. 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.
	2. 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 attorneys’ fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
	3. 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 sole 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 attorneys’ fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
	4. 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.
	5. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
	6. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
1. **Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the 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. Specific coverages and requirements are at <http://www.kingcounty.gov/DCHS/contracts>. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

1. **Assignment/Subcontracting**
	1. 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.
	2. “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.
	3. 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.
	4. 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.”

1. **Nondiscrimination and Payment of a Living Wage**
	1. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.
	2. 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 EEO 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>.
	3. In accordance with King County Ordinance (K.C.C.) 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.

1. **Conflict of Interest**
	1. 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.
	2. The Contractor agrees, pursuant to K.C.C. 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.
	3. 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.
2. **Equipment Purchase, Maintenance, and Ownership**
	1. 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.
	2. 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.
3. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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 King County Department of Community and Human Services (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 |   | AGENCY |
| FOR |   |  |
| King County Executive |   | Signature |
| Date |   | Name (Please type or print) |
|   |   | Date |

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

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**ExhIbit II**

**AGENCY**

**General Requirements**

1. **CONTRACTOR REQUIREMENTS**
	1. Definitions and Additional General Requirements Incorporated by Reference
		1. The definitions applicable to this Contract are at: <http://www.kingcounty.gov/DCHS/contracts>
		2. The Contractor shall review and comply with the applicable General Requirements associated with this Contract at: <http://www.kingcounty.gov/DCHS/contracts>
	2. Organizational Requirements
2. 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.
3. The Contractor will ensure the organization’s compliance with the following, which are incorporated by reference:

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

388-06 Background Checks

388-845 Washington State DSHS/DDA Home and Community

Based Waivers

**Washington State Department of Social and Health Services,**

**Developmental Disabilities Administration Policies** -<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

3.01 Service Plans

4.11 County Services for Working Age Adults, as applicable

5.01 Background Authorizations

5.02 Necessary Supplemental Accommodation

5.03 Client Complaints

5.05 Limited English Proficiency Clients

5.06 Client Rights

5.13 Protection from Abuse: Mandatory Reporting

5.14 Positive Behavior Support

5.15 Use of Restrictive Procedures

5.17 Physical Intervention Techniques

6.08 Mandatory Reporting Requirements for Employment and Day Program

 Services Providers

6.13 Provider Qualifications for Employment and Day Program Services

9.07 Human Immunodeficiency Virus and Acquired Immune Deficiency

 Syndrome

13.04 Disability Rights Washington Access to Client Records Maintained by

DSHS/DDA

15.03 Community Protection Standards for Employment/Day Programs, as

 applicable

**County Guidelines** – <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf>

**DSHS/DDA Criteria for Evaluation** – <https://www.dshs.wa.gov/dda/county-best-practices>

**Disability Rights Washington (formerly Washington Protection and Advocacy System)** **Access Agreement** – <https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>

* 1. Staff Training Requirements
1. The Contractor shall implement a training plan as required by the DSHS/DDA Criteria for Evaluation, and document, in writing, that all staff members have received training on each of the specific policies referenced within DSHS/DDA Policy 6.13, *Provider Qualifications for Employment and Day Program Services*, Section D. Training shall be completed for new employees, volunteers, and interns at hire, within the timeframes identified in DSHS/DDA policy 6.13. All Staff members shall also receive subsequent annual training on the topics identified in DSHS/DDA policy 6.13.
2. If the Contractor serves participants in the Community Protection Program, additional staff training is required, per DSHS/DDA policy 15.03, Section C.
3. In the event free or low cost community-based training events are not offered or available, the Contractor shall independently arrange, coordinate, and, if necessary, pay for all required training.
	1. Confidentiality of Information
		1. The Contractor shall protect DSHS data in accordance with the DSHS Data Security Requirements. A copy of the requirements is at: <http://www.kingcounty.gov/DCHS/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 hereunder, except:
			1. As provided by law; or,
			2. 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.
		3. The Contractor 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 Contractor to employ reasonable security measures, which include restricting access to the confidential information by:
			1. Allowing access only to staff that have an authorized business requirement to view the confidential information;
			2. Physically Securing any computers, documents, or other media containing the confidential information;
			3. Ensuring the security of confidential information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of confidential information to unauthorized persons;
			4. When transporting 6 to 149 records containing confidential information outside a Secure Area, one or more of the following as appropriate:
				1. Using a Trusted System, or
				2. Encrypting the confidential information, including:
			* Email and/or email attachments.
			* Confidential information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
			1. When transporting 150 records or more containing confidential information outside a Secure Area, referring to the requirements in the DSHS Data Security Requirements; and
			2. Sending paper documents containing confidential information via a Trusted System.
		4. To the extent allowed by law, at the end of the Contract term or when no longer needed, the Contractor shall, upon written request by the County, return confidential information or certify in writing the destruction of confidential information.
		5. 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 will be 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.
		6. The compromise or potential compromise of confidential information must be reported to the County within one business day of discovery, and the Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
4. **implementation of agency policies and procedures**
	* 1. 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:
				1. Incorporate the requirements of DSHS/DDA policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Service Providers;
				2. Require the submission of incident reports to the County within the same timeframes identified in DSHS/DDA policy 6.08;
				3. 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,
				4. Include a process for the tracking and analysis of incidents for trends and patterns.
5. In addition, if the Contractor serves participants in the Community Protection Program, the Contractor is required to have written policies and procedures for serving individuals with Community Protection support needs, as outlined in DSHS/DDA policy 15.03, Section B., 2 (a. – h.).
	* 1. 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.
		2. **BACKGROUND CHECKS**
			1. 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*.
			2. If the Contractor elects to hire or retain a current or prospective employee, subcontractor or volunteer after receiving notice the current or prospective individual has a conviction for an offense would disqualify the individual from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County will deny payment for any subsequent services rendered by the disqualified individual provider.
			3. The DSHS Background Check Central Unit shall be utilized to obtain background clearance.
			4. The Contractor shall retain background checks and the associated authorization forms on file, consistent with the record retention requirements of this Contract.
6. **REPORTING ABUSE AND NEGLECT**

The Contractor and its staff members are mandated reporters under RCW 74.34.020(11) and must comply with reporting requirements described in RCW 74.34.035, and RCW 74.34.040 and Chapter 26.44 RCW. If the Contractor is notified by the County or DSHS that a staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

1. **CONTRACT MONITORING**

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

1. **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 DCHS website, <http://www.kingcounty.gov/DCHS/contracts>.

**EXHIBIT III**

**AGENCY**

**TECHNICAL ASSISTANCE AND PROGRAM DEVELOPMENT**

1. **WORK STATEMENT**

The Contractor shall provide support to employers, service providers, stakeholders, and individuals with developmental disabilities (DD), as necessary, to develop training and employment opportunities in accordance with the terms and conditions described hereinafter and in Exhibit II, General Requirements. The total amount of reimbursement shall not exceed $XXX for the period DATE, through DATE.

1. **PROGRAM DESCRIPTION**
	1. Goal:

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

* 1. Objectives:
		1. To enhance service delivery to provide employment opportunities for individuals with DD.
		2. To deliver technical assistance and training to provider agencies to increase the number of individuals of working age who are in integrated employment and earning minimum wage or better.
		3. To deliver training to help vulnerable families, youth and adults increase independence and self-sufficiency.
	2. Eligibility:

Individuals eligible to receive services under this Exhibit must meet the requirements specified in Exhibit II, General Requirements, Section IV, Service Delivery, A. or, in the case of individuals enroll in public school transition programs, the individual must be an active client of the Washington State Department of Social and Health Services (DSHS), Developmental Disabilities Administration (DDA).

* 1. Program Requirements:
		1. The Contractor shall make available assistance and consultant time in order to:

a. Work on the activities listed in D. Program Requirements, 1.b – 11 over the entire term of the contract.

b. Develop, review and update a work plan with the County that provides guidance in allocating time and budget for work pursuant to the contract

2. The Contractor shall work with employers, supported employment agencies, stakeholders, and other community organizations to increase capacity for the employment of DSHS/DDA eligible clients, by completing the following activities:

* + - 1. Provide cultural competency training opportunities to providers and community groups to increase skills to serve individuals in diverse communities; and
			2. Provide training and technical assistance to employers and supported employment agencies to ensure individuals are stable in their jobs, have increased work hours as desired, and are assisted to achieve career advancement goals.
		1. The Contractor shall assist the County, to expand employment opportunities for individuals with DD within County government. The Contractor shall provide necessary training, technical assistance and staff support to the County in efforts to hire and maintain individuals with disabilities in employment.
		2. The Contractor shall work with County staff and other partners to develop strategies to assist school age individuals to gain paid work experiences.
		3. The Contractor shall work with County staff and other partners to support implementation and expansion of the King County School-to-Work Program.
		4. The Contractor shall plan, coordinate and staff up to two annual county-wide school transition resource fairs. The Contractor shall collaborate with Washington Initiative for Supported Employment and County staff to make transition resource fair materials available on-line and accessible to individuals from diverse communities.
		5. The Contractor shall plan, coordinate, and staff the Quad County Training Partnership to provide training opportunities and enhance service delivery systems for early intervention and adult service systems in King, Pierce, Snohomish and Kitsap counties.
		6. The Contractor shall coordinate focus groups and other community meetings and develop reports upon request to assist the County with planning efforts to increase access to services that meet the needs of individuals and families.
		7. The Contractor shall pursue grants and other funding sources to increase employment opportunities for individuals with DD.
		8. Upon request, the Contractor shall coordinate and support the delivery of community training events, conferences, and seminars, evaluations, and technical assistance services with vendors and/or providers. All requests shall have prior approval of the County shall approve requests before the Contractor may bill for them.

11. The Contractor shall ensure that all consultants and providers the Contractor subcontracts with in support of activities listed in D. Program Requirements, 2.-10. have subcontracts/and or work orders, background checks, training, minimum required liability insurance, and meet all requirements as detailed in the Exhibit II, General Requirements, and/or boilerplate sections of this Contract.

1. **COMPENSATION AND METHOD OF PAYMENT**
	1. The Contractor shall bill monthly for work and expenses specifically related to the performance of this Contract not to exceed the amounts set forth in Section IV., Budget.
	2. Consulting Fee: The County shall reimburse the Contractor’s consultant fee time, rounded to the nearest quarter hours, for work pursuant to the contract, at $125.00 an hour, not including travel expenses, for work pursuant to D. Program requirements 1b. – 11.
	3. Travel Expenses: The Contractor’s travel expenses shall be reimbursed consistent with General Services Administration (GSA) per diem rates for the Contractor’s travel pursuant to D. Program Requirements 2.–11.
	4. Other Contractor Incurred Expenses: The Consulting fee specified in Section B. does not include other Contractor incurred expenses for food, refreshments, venue rental, event supplies, conference costs, travel expenses, independent audit costs and other approved items or services pursuant to D. Program Requirements 2. – 11. If other Contractor incurred expenses are authorized by the County for services performed by the Contractor pursuant to D. Program Requirements 2. – 11, the County shall reimburse the Contractor for those expenses. Food, refreshment and travel expenses shall be reimbursed consistent with GSAper diem rates.
	5. Vendor and Subcontractor Related Expenses: If other vendor and subcontractor related expenses are authorized by the County for services pursuant to D. Program Requirements 2 – 11, the County shall reimburse the Contractor for those expenses. Subcontractor expenses must be based on fee for service. Food, refreshment and travel expenses shall be reimbursed consistent with GSA per diem rates.
	6. The County and the Contractor agree that, subject to written approval by the County, the Contractor may submit requests for reimbursement of authorized Contractor incurred expenses after the ending date of the contract, provided that sufficient documentation is available to support the expenditure, as determined by the County.
2. **Budget**

|  |  |  |
| --- | --- | --- |
| **Line Item** | **Expenditure Description** | **Budget for Period****DATE –****DATE** |
| A. | Consulting Fee: RATE | $XXX |
| B. |  Travel Expenses | $XXX |
| C. |  Other Contractor Incurred Expenses  | Total expenses in Items C. and D. not to exceed: | $XXX |
| D. |  Vendor and Subcontractor Related Expenses |
| **Total compensation for the period DATE – DATE not to exceed**: | $XXX |
| Budget movement between the line items A. – D. are allowed without a formal written amendment only if the Contractor has received prior written approval from the County. |

1. **REPORTING REQUIREMENTS**
	1. The Contractor shall submit a monthly report with their invoice detailing delivery of work performed in D. Program Requirements 1b.-11, for the month. The report shall include training and technical assistance activity by categories performed in Section II. D. Program Requirements 1b. – 11, with a break out of Contractor staff consultant hours by category, rounded to the nearest quarter hour. The report shall also include invoices from vendors and subcontractors that include rate, units of service, and activity being billed for the month where applicable.
	2. The Contractor shall submit a quarterly report of activities listed in D. Program Requirements 1b. – 11, including progress made towards meeting Goals and Objectives outlined in II. Program Description, A. Goals and B. Objectives, of this Exhibit.
	3. The Contractor shall submit the work plan identified in Section II. D. Program Requirements, 1.b., in a format mutually agreeable to the Contractor and the County by DATE. The work plan shall be reviewed at the request of either the County or the Contractor and updated as needed.