



## REQUEST FOR QUALIFICATIONS PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Grant County Washington  
April 22, 2013

Request for Qualifications for:

### ***Developmental Disabilities Employment and Day Program Services RFQ #2013-001***

**QUALIFICATIONS MUST BE RECEIVED BY: 4:30 p.m., May 15, 2013**

***Qualifications after that time will not be accepted***

Proposal(s) shall be sealed and clearly marked with RFQ Title. Proposals must be typewritten on 8 ½ x 11 paper, using 12 point fonts. Identify headings and sections, and do not use extensive artwork, photographs, or printing. Respond to each section in order and number each page of the application.

**Submit one (1) original and two (2) complete copies (no 3-ring binders please) of the Qualifications to:**

Grant County  
Directions in Community Living  
840 E. Plum Street  
Moses Lake, WA 98837

Refer Questions to RFQ Project Manager:

Name:	Gail Goodwin
Title and Department:	Director, Directions in Community Living
Email address:	ggoodwin@co.grant.wa.us

## General Terms and Conditions

**ADMINISTRATIVE REQUIREMENTS** - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL statements of qualifications submitted become the property of Grant County. It is understood and agreed that the prospective contractor claims no proprietary rights to the materials contained in or attached to the qualifications submitted. Grant County has the right to reject or accept proprietary information.

**AUTHORSHIP** - The prospective contractor must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the qualification. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFQ.

**CANCELLATION OF AWARD** - Grant County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Grant County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

**CONFIDENTIALITY**: The prospective contractor shall comply with all applicable state and federal laws governing the confidentiality of information.

**CONFLICT OF INTEREST** - All statements of qualifications submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Grant County or the appropriate Advisory Board may have in the proposing agency or proposed project.

**CONSORTIUM OF AGENCIES** - Any consortium of companies or agencies submitting qualifications must certify that each company or agency of the consortium can meet the requirements set forth in the RFQ.

**COST OF PROPOSAL & AWARD** - The contract award will not be final until Grant County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Grant County is not responsible for any costs incurred prior to the effective date of the contract. Grant County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

**DISPUTES**: Grant County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFQ. Written complaints should be addressed to Grant County, Directions in Community Living, 840 E. Plum Street, Moses Lake, WA 98837.

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** - It is the policy of Grant County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Grant County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

**LIMITATION** - This RFQ does not commit Grant County to award a contract, to pay any costs incurred in the preparation of a response to this RFQ, or to procure or contract for services or supplies.

**LATE SUBMISSIONS** - A submission received after the date and time indicated above will not be accepted. No exceptions will be made.

**OTHER AUDIT/MONITORING REQUIREMENTS** - Auditing or monitoring for the following purposes will be conducted at the discretion of Grant County: Fund accountability; Contract compliance; and Program performance.

**PROTESTS** must be submitted to Directions in Community Living.

**REJECTION OF QUALIFICATIONS**: Grant County reserves the right to accept or reject any or all statements of Qualifications received as a result of this RFQ, to negotiate with any or all prospective contractors, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFQ if it is in the best interest of Grant County to do so.

**SUBCONTRACTING** - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual.

**VERBAL PROPOSALS**: Verbal proposals will not be considered in making the award of any contract as a result of this RFQ.

**WORKERS COMPENSATION INSURANCE** - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$100,000 for each accident, or provide evidence that State law does not require such coverage.

# Request for Qualifications

## *Developmental Disabilities Employment and Day Program Services*

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# Request for Qualifications

## Employment and Day Program Services

### Part I Qualifications Requirements

#### Section IA General Information

1. Purpose The purpose of this Request for Qualifications (RFQ) is to solicit developmental disabilities Employment and Day Program service providers (Contractors) who may be eligible to add to the Grant County Developmental Disabilities Program Qualified Provider List.

**Employment and Day Program Contractors currently working under Grant County Contract need not respond to this RFQ. If current contractors wish to expand the scope of services, please respond only to those areas.**

Grant County provides a variety of services to Grant County residents with developmental disabilities with funding from the State of Washington Department of Social and Health Services (DSHS), Division of Developmental Disabilities (DDD).

Grant County seeks providers who will offer services to individuals with developmental disabilities in a manner that promotes six benefits as outlined in the County Guidelines. The County Guidelines provide a comprehensive overview of these benefits and gives strategies that will promote the achievement of the benefits described. These guidelines may be accessed at [http://www.dshs.wa.gov/pdf/adsa/ddd/c\\_guidelines.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf).

The services to be provided under this RFQ are as follows:

- Community Access
- Individual Supported Employment
- Group Supported Employment

A description of each Employment and Day Program Service listed above is included in their respective Scope of Work Section found in **Section IB – Work Requirements** of this RFQ.

Contractors that meet the requirements and qualifications specified in this RFQ will be assessed by the RFQ Review Committee and may be added to the County Qualified Provider List. The Contractor must maintain all requirements stipulated within the RFQ. Placement on the County Qualified Provider List does not infer a Contract will be offered to a Contractor. After a customer selects a Contractor from the Qualified Provider List, the County will offer the Contractor a Contract to provide Employment and Day Program Services.

Contractors may submit materials for consideration to be placed on the County Qualified Provider List for any of the Employment and Day Program Services referenced in this RFQ.

2. Background In compliance with DDD guidelines, the County is releasing this RFQ for Employment and Day Program Services. The County seeks to develop a new Qualified Provider List, which includes agencies currently providing services. Individuals authorized to receive Employment and Day Program Services by DDD will be able to select services from agencies on the Qualified Providers List. Through its contract with DSHS/DDD, Grant County Directions in Community Living is the sole recipient of public funding for

Employment and Day Services in Grant County.

3. Funding Funding is determined by the number of individuals served by a Contractor and the service(s) provided. Current Service Rates compensation for each Employment and Day Program Service is included **Exhibit D**, Service and Payment.
4. Timeline for Selection Contractors will be notified no later than July 1, 2013 whether or not they have qualified.

## **Section IB Work Requirements**

1. Accessibility The Contractor must maintain a local phone and a fax number as well as an email address for customers to utilize without incurring charges.
2. Licenses and Certification The Contractor must maintain licensure and/or certification necessary to meet the requirements under DDD Policy 6.13 - Provider Qualifications for Employment and Day Program Services (Exhibit E).
3. General Requirements Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall submit proof of compliance with the following requirements per DDD Policy 6.13 - Provider Qualifications for Employment and Day Program Services (Exhibit E):
  - Exhibit ability to successfully develop and implement a plan for providing services that are based on individual needs that include:
    - Method for gathering information
    - How needs are assessed;
    - Plan implementation; and
    - Plan outcomes
  - Demonstrate ability to provide services in accordance with the DDD County Guidelines: [http://www.dshs.wa.gov/pdf/adsa/ddd/c\\_guidelines.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf)
  - Exhibit administrative capabilities necessary to safeguard public funds, including maintaining books, records, documents and other materials relevant to the provision of goods and services. This includes:
    - Internal control policies;
    - Evidence of fiscal stability:
      - The Contractor must be able to show cash reserves or a current line of credit to provide services for no less than two months of services.
      - If the Contractor has been in business for less than two years, provide an outline or business plan that establishes how you will meet financial obligations.
    - Submit a projected budget based on your anticipated service capacity for one year of services.
  - Maintain a management system that provides for systematic accumulation, filing, and retention of timely records and reports related to:

- Customers, Staff, and the Contractor's organizational structure, tax status, capabilities, and performance.
- Employ individuals 18 years of age or older and ensure the following requirement is met for each employee who provides direct services:
  - Have proof of criminal history background clearance in accordance with RCW 43.43.830-845 and RCW 74.15.030. DDD requires the DSHS Background Check Central Unit (BCCU) be used to obtain background clearances, prior to the individual providing any services under a County contract.
- Have at least one staff member with two years of experience related to the service for which the Contractor is applying to provide as follows:
  - For Employment Contractors: Experience must include developing, obtaining, and maintaining successful placements in the community in paid employment at minimum wage or better with the wages paid by a community-based business.
  - For Community Access providers: Experience must include providing services in an integrated community setting that supports contribution by the customer with local community members who are not paid to be with that person.
- Additionally, Contractors must:
  - Provide written assurance that potential conflicts of interest will not arise. Such a conflict will arise when any Employment or Day Program provider is a guardian, legal representative or other decision maker for the customer. A conflict may also arise when any employee of the agency is the decision maker for, or a family member of, a customer of the agency.
  - Develop and implement a training plan for employees that meet the requirements described in DDD Policy 6.13. The training plan must also address ongoing training and review of DDD and County policies.

Audit Requirements: Should an audit be required by OMB Circular A-133, it shall be performed in accordance with OMB Circular A-133, and shall be received by the County within the 12 month period following the close of each fiscal year. *All Audit costs are the responsibility of the Contractor.*

The Contractor may be required to submit evidence of financial operations that complies with Generally Accepted Accounting Principles (GAAP) and that meets the financial management systems requirements of the contract.

Insurance: Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall obtain, maintain, and provide proof of insurance coverage as follows:

- The Contractor must provide an original ACORD or similar form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.
- The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Grant County Washington".
- Assuming vehicles are used in the Contractor's business, an ACORD or similar form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD or similar form(s).
- The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.
- **(Not applicable to sole proprietors or Contractors with no employees)**  
The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the total contract budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).

- All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Grant County Washington, Directions in Community Living, 840 E. Plum Street, Moses Lake, WA 98837.

Contractors submitting qualifications to be placed on the County Qualified Provider List must also comply with current County Contract requirements as follows:

County Basic Interagency Agreement (Exhibit A);

County Data Security (Exhibit C); and

For Individual Supported Employment Contractors: DDD Employment Activities – Strategies and Progress/Outcome Measures (Exhibit H)

#### 4. Scope of Work

##### a.

### **COMMUNITY ACCESS SERVICES**

#### SERVICE DEFINITION

Community Access Services assist individuals with disabilities to gain access to community activities in which people without disabilities also participate. This may include activities, special assistance, advocacy, and education individualized to address growth and interaction needs and desires of the person with disabilities aged 62 and older who have retired and choose not to work or for those who have tried employment services and have chosen community access. Services will assist individuals to participate in activities, events and organizations in the community in ways similar to others of retirement age.

#### SERVICE REQUIREMENTS

- All services shall be delivered within Grant County with the exception of Community Access customers who are participating in trips organized by Grant County community groups or clubs.
- Person centered planning will be used to develop an individual employment/support plan. Planning must include all interested parties, DDD case managers, friends, parents, teachers, etc. This plan will incorporate the individual choice, reflecting integration, natural supports, and promoting the individuals' rights and self-determination. Plans will have goals with measurable outcomes. Plans will be reviewed and signed off by the consumer every six (6) months and updated annually or as goals change. Plans and supporting documentation including participants in the person centered planning process must be included in consumer files.
- The Division of Developmental Disabilities (DDD) case manager in collaboration with the County will determine number of contact hours of



community access services per consumer. Consumer, parent and/or guardian input will be solicited. All community access services will be dependent on available funding.

- Community access will be assigned in one-hour increments. A reimbursable hour of community access will be defined as any incremental amounts of time, totaling the monthly assigned contact hours. Incremental amounts of time may be added together to obtain the assigned total for the month.
- Up to two (2) hours per assessment may be used to plan and gather resources for Consumer Assessment meeting. Time spent at the Assessment is also allowable, billable hours. Those hours must be documented in consumer file as planning and meeting attendance hours.
- All community access shall be appropriate and specific to each person as identified in the person center planning process. NO services shall be provided that is regularly provided by family or residential providers such as shopping for daily life supplies. All activities must reflect plan goals.
- In the case of consumers that meet the specific criteria for community access, services may include volunteer experience, assisting in recreation, leisure and social activities of their own choosing.
- All Service shall be provided on an individual basis with no more than three (3) persons with disabilities together at any time or location. Services must be varied and provided in the community where other community members participate in the same type of activities.
- Transportation services must be facilitated or provided by the vendor and will be included in hours of service, as long as the assigned consumer is present.
- Exceptions may be made to outcome criteria on a consumer specific basis. All requests must be submitted on the exception to agreement for, for one month only. Exception forms must accompany CMIS reports/billing. CMIS billing will not be processed unless all documentation is received by the 8<sup>th</sup> of each month.
- Individual consumer semi-annual reports will include the following:
  - Current community access plan date and goals with measurable outcomes.
  - Steps taken to achieve goals and outcomes for time period.
  - Other funding sources accessed.
  - Naturally supported time and events. If this number is zero the agency must take steps to increase naturally supported time and events.
- Semi annual reports must be signed by the consumer or guardian.  
Reporting periods are: July – Dec and Jan – June of each year.  
Reports are due January 30 and July 30 of each year.

**b. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES**

SERVICE DEFINITION

Individual Supported Employment services are part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are one-on-one services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

SERVICE REQUIREMENTS

- Person centered planning will be used to develop an individual employment support plan. Planning must include all interested parties, DDD case manager, friends, parents, teachers, etc. This plan will incorporate the individual choice, reflecting integration, natural supports, and promoting the individuals' rights and self-determination. Plans will have goals with measurable outcomes. Plans will be reviewed and signed off by the client every six (6) months and updated annually or as goals change. Plans and supporting documentation including participants in the person centered planning process must be included in client files.
- Prior to beginning service the provider will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. Any changes must be communicated to the client prior to the change taking place. The amount of service a client receives should be based on his/her demonstrated need and acuity level.
- All individual employment should average 20 hours per week **or** 86 hours per month. Any exceptions to this must be approved by the County and documented on the exception to agreement form monthly.
- All individuals must receive at least minimum wage and be working towards a living wage. All jobs paying less than minimum wage by any payment means, commission etc., must have County approval before month of payment.
- All employment must occur in typical work sites for non-disabled workers. Employment supports may include but are not limited to, identification of resources necessary for transportation; job restructuring, work materials or adaptation of work routine, work environment modifications identification of job counseling needs, training of co-workers to provide support and train/support to employers.
- Follow along services are those activities undertaken by the vendor on behalf of an individual to facilitate job retention or continued employment
- Placement and replacement are those activities undertaken by a vendor for clients that may need employment due to referral, upgrade, and client choice or job loss. If a client is un or underemployed (less than 20 hours per week or 86 hours per month), **nine (9) months** from date of acceptance or job loss date, a meeting shall be held before the **tenth (10th) month** from date of acceptance or job loss. The vendor will include in this meeting, the client, parents/guardians,

DDD case manager, County and any other interested party as agreed upon by the parties. The goal of the meeting will be to **assess if employment is the right service** and to develop a plan to proceed with goals, assigned responsibilities and time frames. Monthly payment will be held until meeting is completed.

- Individuals may be counted as employed if they are on medical leave or work for an employer with time off as a condition of employment. These must be approved by the County and documented on the exception to agreement form monthly.
- Follow along services for employed clients shall be a minimum of two (2) face-to-face meetings each month. If only two (2) face-to-face meetings occur during the month, the meetings must occur in different weeks. The vendor will provide or arrange for any support services required to maintain clients' employment, including, but not limited to extra training and supervision, job modification, counseling, transportation or transportation arrangements and any other services deemed necessary to maintain that employment.
- Unemployed clients shall receive weekly face-to-face meetings. Documentation must be maintained describing what employment activities were undertaken during the weekly meetings.
- Vendors will work with clients, families, guardians, and other appropriate individuals or organizations in identifying all other sources of funding appropriate and available to the individual to pay for the cost of services. Those other funding sources should be used before using County funds. These sources of funds include, but are not limited to, private pay and Work Incentive programs established by the Social Security Administration and DVR funds.
- Functional assessments and positive behavior support plans need to be completed whenever necessary to focus on changing the environment and skill deficits that contribute to the person's problem behavior. A supportive environment helps a person meet his/her needs through positive expression instead of needing to resort to challenging behaviors to get the environment to respond. Skill development and improvement help increase a person's status and confidence. Positive behavior support uses functional assessment to help build respectful support plans.
- Individual client **semi-annual** reports will include the following:
  - Current employment plan date and goals with measurable outcomes.
  - Steps taken to achieve goals and outcomes for time period
  - Other funding sources accessed
  - Employer name and employment start date
  - Salary or hourly wage rate and benefits
  - Number of hours worked weekly or monthly.
  - Number of service hours received from the provider
  - If un- or - under employed reports will include job development sites and potential employers.
- Semi Annual reports must be signed by the client or guardian. Reporting periods are: July - Dec and Jan - June. Reports are due January 30 and July 30 of each year
- In accordance with DDD Policy 5.02:  
([http://www.dshs.wa.gov/pdf/adsa/ddd/policy\\_archives/apolicy5.02\\_11\\_04.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/policy_archives/apolicy5.02_11_04.pdf))

and DDD Criteria For An Evaluation System (Exhibit G), the Contractor shall provide to each customer, prior to providing services, the information listed below. The Contractor shall document, by the customer's signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.

- The customer's rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;
- The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDD Case Manager;
- Services, service levels, and benefits the customer may expect from the Contractor;
- The customer's responsibilities; and
- Other information pertinent to the service and Contractor.

Scope of Work

**C.**

## **GROUP SUPPORTED EMPLOYMENT SERVICES**

### **SERVICE DEFINITION**

Group Support Employment is part of an individual's pathway to integrated jobs in typical community employment. These services include these activities, intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job. It will be for those people who have a demonstrated need for ongoing supervision and support in order to maintain employment. It may include supervised employment and training in regular business and industry settings for groups of no more than eight (8) people with disabilities. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of people with disabilities in an integrated employment setting.

### **SERVICE REQUIREMENTS**

- Person centered planning will be used to develop an individual employment and support plan. Planning must include all interested parties, DDD case managers, friends, parents, teachers, etc. This plan will incorporate the individual choice, reflecting integration, natural supports, and promoting the individuals rights and self-determination. Plans will have goals with measurable outcomes. Plans will be reviewed and signed off by the client every six (6) months and updated annually or as goals change. Plans and supporting documentation including participants in the person centered planning process must be included in client files.
- All employment must occur where there are no more the eight (8) people with disabilities. Clients must have a documented and demonstrated need for ongoing supervision and support in order to maintain employment. Prior to beginning service the provider will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. Any changes must be communicated to the client prior to the change taking place. The amount of service a client receives should be based on his/her demonstrated need and acuity level.

- Planning will include transition to more inclusionary employment service and review of barriers to such transitions.
- Wage goals will be minimum wage. Other types of reimbursement: subminimum wage under conditions of a Department of Labor wage certificate, piece work and/or commissions will require proof on an individual basis that minimum wage is not possible at this time. Proof will include production rate procedure, piece rate and how calculated, commission requirements, etc.
- Employment supports may include but are not limited to, identification of resources necessary for transportation, job restructuring, work materials adaptation of work routine, work environment modifications, identification of job counseling needs, training of co-workers to provide support and train/support to employers, and support in social, communication, and self care.
- Follow along services are those activities undertaken by the vendor on behalf of an individual to facilitate job retention or continued employment
- Placement and replacement are those activities undertaken by a vendor for an individual who is listed on the current CMIS payment schedule. Those people may need employment due to referral, upgrade, and client choice or job loss.
- Functional assessments and positive behavior support plans need to be completed whenever necessary to focus on changing the environment and skill deficits that contribute to the person's problem behavior. A supportive environment helps a person meet his/her needs through positive expression instead of needing to resort to challenging behaviors to get the environment to respond. Skill development and improvement help increase a person's status and confidence. Positive behavior support uses functional assessment to help build respectful support plans.
- If a client is underemployed (less than 20 hours per week) 6 months from date of acceptance or job loss date, held before the seventh (7<sup>th</sup>) month from date of acceptance or job loss. The vendor will include in this meeting, the client, parents/guardians, DDD case manager, County and any other interested party as agreed upon by the parties. The goal of the meeting will be to assess and develop a plan to proceed with goals, assigned responsibilities and time frames. Monthly payment will be held until meeting is completed. If a client is unemployed after nine (9) months a meeting will be held to determine if employment is the best service. The vendor will include the same participants as the 6 month meeting.
- Individuals may be counted as employed if they are on medical leave or have working years that include months off as a condition of employment. These must be approved by the County and documented on the exception to agreement form monthly.
- Temporary and planned short-term employment will be reviewed on a case-by-case basis to determine if there is a need for the 6 month review. Requests for exception from the 6 month review must be on an exception to agreement form and submitted to the County before the temporary or planned short-term employment. Unemployed clients shall receive weekly face-to-face meetings, Documentation must be maintained describing what employment activities were undertaken during the weekly meetings.

- Vendors will work with clients, families, guardians, and other appropriate individuals or organizations in identifying all other sources of funding appropriate and available to the individual to pay for the cost of services. Those other funding sources should be used before using County funds. These sources of funds include, but are not limited to, private pay and Work Incentive programs established by the Social Security Administration and DVR funds.
- Individual client semi-annual reports will include the following:
  1. Current employment plan date and goals with measurable outcomes,
  2. Steps taken to achieve goals and outcomes for time period
  3. Other funding sources accessed
  - 4, Employer name and employment start date
  - S, Salary or hourly wage rate and benefits
  6. Number of hours worked weekly or monthly.
- Un- or under employed reports will include job development sites and potential employers.
- Semi-annual reports must be signed by the client or guardian. The reporting periods are: July - Dec., Jan - June of each year, Reports are due January 30 and July 30 of each year.

Request for Qualifications  
*Employment and Day Program Services*

**Part II Qualifications Preparation and Submittal**

**Section IIA Qualifications Submission**

Sealed qualifications must be received no later than the date, time and at the location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFQ Title and;
2. Name and address of the Contractor.

Responses received after submittal time will not be considered and will be returned to the Contractor - unopened.

Qualifications received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committees and other reviewers for necessary action, therefore, will not be accepted.

**Section IIB Qualifications Content**

Responses to this RFQ shall include all of the following:

***(email [ggoodwin@co.grant.wa.us](mailto:ggoodwin@co.grant.wa.us) for a Microsoft Word version of the following sections to complete)***

1. Cover Sheet

Attachment A - Cover Sheet. This form is to be used as your qualifications Cover Sheet.

2. Qualifications

Attachment B – Qualifications. This form when completed, with required Contractor-submitted attachments and responses to RFQ questions, will comprise your statement of qualifications.

3. Information System

Attachment C - Data/Information Systems Questionnaire. This form must be completed to provide information to the County regarding your data/information system.

## **Part III Qualifications Evaluation & Determination of Qualifications**

### **Section IIIA Qualifications Review and Selection**

1. Evaluation and Selection: Submissions of Qualifications received in response to this RFQ will be checked for completeness and administrative capability by an internal County review team. The internal administrative review assesses the Contractor's proof of compliance with DDD Policy 6.13, proof of adequate insurance coverage, as well as assesses cash flow issues and a review of the Contractor's audit or financial statements. Submissions that pass initial review will be forwarded to the RFQ Review Committee to be evaluated.
2. Evaluation Criteria: The RFQ process is non-competitive. Each Submission of Qualifications will be evaluated for appropriate work history/experience and quality of the response to items in the Qualifications section. The County may require additional or clarifying information from the Contractor submitting qualifications.

### **Section IIIB Contract Award**

Contractor Selection: Contractors deemed qualified will be added to the County's Qualified Provider List of agencies qualified to provide Employment and Day Program Services and may be offered a contract. Customers are assigned to the Contractor based on customer/family selection. The number of customers funded for each Contractor will be based on the number of DDD eligible customers receiving services provided by the Contractor.

Contractor Notification: All Contractors responding to this RFQ will be notified whether or not they are being placed on the County Qualified Provider List to provide Employment and Day Program Services by July 1, 2013.



**Request for Qualifications**  
*Employment and Day Program Services*

**Attachment A**

**COVER SHEET**

General Information:

Select the Employment and Day Program Services Your Agency Seeks to Provide:  
(email [ggoodwin@co.grant.wa.us](mailto:ggoodwin@co.grant.wa.us) for a Microsoft Word version of this section to complete)

- Community Access
- Individual Supported Employment
- Group Supported Employment

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

I certify that to the best of my knowledge the information contained in this Submission of Qualifications is accurate and complete and that I have the legal authority to commit this business or agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of Grant County officials.

\_\_\_\_\_  
Signature and Title Date

Request for Qualifications  
Employment and Day Program Services

**Attachment B**

**QUALIFICATIONS**

**Note:** If additional space is needed, please attach additional sheet(s) and limit your responses to a half page per response.

(email [ggoodwin@co.grant.wa.us](mailto:ggoodwin@co.grant.wa.us) for a Microsoft Word version of this section to complete)

A. Type of Organization

- Private for profit       Unit of local or state government  
 Public non-profit       Private non-profit  
 Other (specify)  
➤ Attach incorporation documentation (if applicable).

B. Registration Requirement

Each prospective contractor must provide the following:

1. Washington State Tax Registration Number \_\_\_\_\_
2. Employer Identification Number \_\_\_\_\_
4. Business License \_\_\_\_\_

C. Does your agency have a Governing Board?

- Yes     No  
➤ If yes, attach a list of all members and representation.

D. Agency Information

If your agency has one or more employees, please indicate whether the following policies and procedures are established and practiced (and are approved and adopted by the agency's Board of Directors, if applicable):

- |                                |                              |                             |                              |
|--------------------------------|------------------------------|-----------------------------|------------------------------|
| Written Personnel/EEO Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Staff Job Descriptions         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Written Benefits Policies      | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Affirmative Action Plan        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Financial Policies             | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Program Policies               | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Grievance Policy               | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Approved Usage Certificate

- |               |                              |                             |                              |
|---------------|------------------------------|-----------------------------|------------------------------|
| Fire Marshal  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| County Health | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| County Zone   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

E. Litigation Status

Is your agency or business currently involved in or does it have any pending legal actions?  
Has your agency or business filed for bankruptcy in the past five years?

Yes  No

(If yes, please explain.)

F. Briefly describe your business/agency's accounting process for tracking expenditures/revenues to separate accounts.

G. Briefly describe your funding base/revenue sources for the past two years. Provide at least one financial reference, preferably a bank, which can attest to your business/agency's financial well being and financial management capabilities.

H. Describe your business/agency's ability to repay any disallowed costs.

I. Does your organization conduct an internal audit of funds under its control?

Yes  No

➤ If yes, how often is such an internal audit conducted?

J. How frequently is your organization audited by an independent auditing firm?

➤ If one is conducted, attach a copy of your organization's last audit for the most recent fiscal year.

K. Within the past five (5) years, have independent audits identified deficiencies which resulted in questioned costs, costs recommended for disallowance, an "adverse or qualified opinion" by the auditors, or the auditors "disclaiming" any opinions?

Yes  No

➤ If yes, explain.

L. Is your organization certified by the Washington State Office of Minority and Women's Business Enterprises as a minority and/or woman-owned enterprise?

Yes  No

➤ If yes, provide certification number and date of certification or renewal.

M. Is your organization covered by fidelity/employee dishonesty bonding?

Yes  No

➤ If yes, state amount, carrier and coverage period.

N. Does your organization carry general liability insurance?

Yes  No

➤ If yes, state amount, carrier and coverage period, and attach a copy of your current insurance certificate.

O. Does your organization carry professional liability insurance?

Yes  No

➤ If yes, state amount, carrier and coverage period, and attach a copy of your current insurance certificate.

P. Does any employee or official of Grant County or member of any County Advisory Board have any financial or other interest in your agency or this project?

Yes  No

➤ If yes, explain.

Q. Within the past year, has all staff had clear DSHS or FBI background checks? If so, please provide staff names and dates of their most recent checks.

R. Describe your availability and accessibility to the public (days, hours per week, proximity to bus line, etc.) for the provision of services.

S. Please answer the following:

1. Have you ever had a contract terminated? If yes, explain the circumstances.

2. Have you had any findings or reports with corrective action? If yes, please explain issue and how the problem was resolved.

3. Have you/your agency or any staff of your agency been named in any civil or criminal suit related to providing services? If yes, explain.

4. Has your agency/business ever operated under a different name? (Include information if current director was a director of another agency.) If yes, what name(s)?

\_\_\_\_ Yes \_\_\_\_ No If yes, list most recent.

5. For agencies, please attach a projected organization chart that shows the name, title/role and date of hire of each staff person whose work would be related to services in Grant County. Include all applicable service, administrative and finance staff.

T. **Administrative Standards:**

Please attach a narrative or documentation in response to the following questions and include them with your agency's submission materials:

1. A completed Cover Sheet (Attachment A).
2. A completed Qualifications pages (Attachment B).
3. A completed Data/Information Systems Questionnaire (Attachment C).
4. Please describe your agency's capacity to provide Employment and Day Program Services to individuals.
5. Specify the number of DDD eligible individuals you/your agency ideally desires to serve.
6. Specify the number of staff who will be working under this agreement. Provide a timeline for hiring and training new staff (if needed) to reach the service capacity described in (5), above.
7. Demonstrate how you will provide new or different approaches to supporting individuals with developmental disabilities in Grant County.
8. Signed Debarment/Suspension Statement.
9. Copy/copies of all job descriptions relevant to provide Employment and Day Program Services.
10. Information on staff that will be providing services, including brief resumes of each that describes education, licenses and/or certifications, and experience.
11. Provide relevant certifications and licenses of you and your staff.
12. Copy of your agency's table of contents of all written policies and procedures.
13. Copy of your Business License.
14. Letter identifying Signature Authority.
15. Organizational Chart.

**U. Service Standards**

1. Attach forms and/or explain your agency's process to successfully develop and implement a plan for providing services that are based on individual needs that include:
  - Method for gathering information;
  - How needs are assessed;
  - Plan implementation;
  - Plan outcomes;
  - Marketing strategies for client referrals;
  - Addressing cultural and language differences;
  - Promoting individual choices in employment;

- Performance standards, including program objectives, expected outcomes, how and when objectives will be accomplished and a method to evaluate and revise plans as needed;
  - Methods for incorporating community feedback.
2. Review the DDD County Guidelines pages 4-14 and specific sections regarding services your agency seeks to provide and explain how your agency will provide services in accordance with the DDD County Guidelines:  
[http://www.dshs.wa.gov/pdf/adsa/ddd/c\\_guidelines.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf)
  3. Provide the name of your employee/employees with a minimum of two (2) years experience providing Individual Supported Employment or Community Access services.

**V. For Individual Supported Employment Contractors submit:**

1. A copy of your agency's current Washington State Division of Vocational Rehabilitation (DVR) Contract.

**W. Funding Standards**

1. If starting a new business, explain your initial plans and how you will meet financial obligations.
2. Submit a proposed program budget including anticipated costs and revenues for your fiscal year.
3. Describe your system of internal controls to ensure the proper processing and use of public funds.
4. Describe your eligibility to utilize services funded by the Division of Vocational Rehabilitation
5. Describe your experience in the use of Social Security Work Incentives (SSWI) such as Plans for Achieving Self-Support (PASS) and Impairment Related Work Experience (IRWE) for funding of employment support plans.
6. Describe your experience in using the County's billing and reporting system CMIS.

**X. Individual Consumer Rights**

Demonstrate your agency's commitment to respect the rights and abilities of individuals by submitting an individual rights policy that includes provisions for:

1. Informing individuals of the rights, services and benefits that may be expected from your agency;
2. Informing individuals that a family member, guardian or advocate may be included in planning;
3. Informing the individual and significant others of their roles and responsibilities;

4. An evaluation system that includes feedback on individual satisfaction;
5. A grievance process policy or procedure; and
6. Informing individuals of their right to choose and change agencies.

**Y. Site Standards**

Demonstrate your organization's ability to provide a safe and appropriate workplace by submitting the following:

1. Proof of meeting ADA standards of accessibility;
2. State Building Code compliance;
3. A signed/dated fire inspection certificate; and
4. Description of accessibility to public transportation.

**Z. Service Referral**

Client eligibility and service referral is the responsibility of DDD pursuant to WAC 388-825-030 and 388-825-055. Only individuals referred by DDD shall be eligible for day program services. If your application is approved, your agency will be added to the County's list of qualified providers. A DDD issued County Service Authorization is required for service authorization.

**AA. Suspension**

Please answer the following questions. If your answer is "yes", please explain.

1. Have you or the principal employees working for the organization ever been fired, terminated, suspended or requested to resign from a position involving working with persons with disabilities?
2. Have you or your agency ever had a contract or service provision agreement terminated?
3. Have you or your agency ever been named in any civil or criminal suit related to providing services?
4. Have you or your agency ever operated under a different name?

**CERTIFICATION REGARDING DEBARMENT or EXCLUSION**

I certify that this agency, its current employees or officers, are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency/business to a contractual agreement.

\_\_\_\_\_  
Signature, Chief Administrator  
of Applicant Agency/Business

\_\_\_\_\_  
Date



Request for Qualifications  
*Employment and Day Program Services*

**Attachment C**

**DATA/INFORMATION SYSTEMS QUESTIONNAIRE**

These answers are for County information only.

***(email ggoodwin@co.grant.wa.us for a Microsoft Word version of this section to complete)***

1. Describe your current information system and network, including hardware.
2. Do you currently have internet access?  
  
    If yes, what type of connection do you have?  
  
    If yes, what type of firewall is being used to protect your system?
3. Is electronic information backed up on a regular, automated basis?  
    If yes, how?
4. Is there an established, written disaster recovery plan for technology hardware and software?
5. Are all software programs currently licensed for all users?
6. Is virus protection software used on all servers and workstations? If so, please answer the following:
  - a. What is the software used?
  - b. Is it set up for automatic downloads of the virus library updates?
  - c. What is the date of your current virus library?

Request for Qualifications  
*Employment and Day Program Services*

**Exhibit A**

**GRANT COUNTY BASIC INTERAGENCY AGREEMENT**

In addition to Contractors signing a County contract specifying Special Terms and Conditions and Scope of Work to be performed in consideration for agreed upon service rates and the period of contract performance, all Contractors providing services under County contract also sign the Grant County Basic Interagency Agreement (Exhibit A), included below:

**GRANT COUNTY  
DIRECTIONS IN COMMUNITY LIVING  
BASIC INTERAGENCY AGREEMENT**

The County hereby appoints and the Contractor hereby accepts the Grant County Directions in Community Living and its Director or designee as the County's representative for the purpose of administering the provisions of this Agreement. This County Basic Interagency Agreement identifies the Contractor and the basic terms and conditions that will apply when and if the Contractor and Grant County execute a contract. This Agreement shall apply to all subsequent contracts executed during the period of this Agreement.

I. APPLICABILITY OF LAW

- A. All Agreements and contracts are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that all Agreements and contracts shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Venue shall be Grant County.

II. ASSIGNMENT AND SUBCONTRACTING

- A. The Contractor shall not assign or subcontract for any work required in the contract without the prior written consent of the County, unless specified in the contract or the proposal accepted by the County.
- B. Any subcontract shall be in writing.
- C. In any event, the County reserves the right to inspect and approve any subcontract document for work described and funded by the contract, and the Contractor agrees to provide a copy of that subcontract to the County no later than 20 days prior to the execution of such subcontract.

III. CLOSE-OUT

Following completion of a contract or in the event that a contract is terminated in whole or in part for any reason, other than the normal completion of the contract, the following provisions shall apply:

- A. Upon receipt of a Contractor invoice, the County shall process payment to the Contractor for allowable costs or earned payments that are due prior to the date of termination.
- B. The Contractor shall submit within thirty (30) days after the date of expiration of a contract all financial, performance and other reports required by each contract, and in addition, will cooperate in a program audit by the County or its designee.

IV. CORRECTIVE ACTION

The Contractor is required to meet all of the terms and conditions in this County Basic Interagency Agreement and subsequent contracts, and to perform as required in the contract(s). Should an Agreement violation or a performance deficiency be identified by the County, the Contractor will receive a written notice for corrective action unless the County determines termination is appropriate under Paragraph XXIII. The Contractor must submit a corrective action plan within thirty (30) days from the written notice by the County. In the case of a material breach, however, the County may require an immediate corrective action plan and its implementation, in lieu of termination.

The County will approve or disapprove the Contractor's corrective action plan, in writing, within fourteen (14) days of receipt of the plan. If approved, the Contractor will be required to implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within thirty (30) days, or the County deems the plan unsatisfactory, the County will take the necessary action. Such action may include, but is not limited to, reduction in Contractor payment or termination in whole or in part of the contract. All corrective action correspondence shall be delivered by certified mail, return receipt requested.

V. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or seek such other remedies as are legally available.

VI. FEDERAL FUNDING REQUIREMENTS

Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the contract. Contractors that receive federal funds shall comply with all grantor requirements including but not limited to those detailed or incorporated into the contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA and the relevant Code of Federal Regulations and other documents referenced in either the CFDA or in the contract that provides guidance to compliance with federal requirements regarding these funds.

VII. FISCAL AUDIT

The Contractor is required to submit evidence of financial operations that complies with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the contract.

The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. The financial reports shall include a balance sheet, income statement and cash flow statement and shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.

If the Contractor expends \$500,000 or more in federal funds during the fiscal year, the Contractor must also submit an independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP.

Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

#### VIII. GENERAL BUDGET PROVISIONS

The Contractor agrees to the following standards in satisfactorily performing the terms and conditions of all subsequent contracts:

- A. Payment for services shall be made on a cost-reimbursement basis unless otherwise specified in the contract.
- B. No payment shall be made for any service rendered by the Contractor except for services within the scope of each contract, and all funds received must be used for services as identified in the contract.
- C. In the event that Federal, State, County or Independent Auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowable by Federal, State and/or County rules and regulations, the County reserves the right to withhold or suspend payment to the Contractor until such time as the disallowed costs are recovered and the corrective action process has been completed.

#### IX. GRIEVANCE AND COMPLAINT PROCEDURES

The Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and include time lines for filing a grievance or a complaint. A complaint procedure shall be developed in compliance with federal law regarding discrimination. Such procedures should include time lines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including an arbitration process, if needed. The County shall be notified when a grievance requires formal arbitration. The County reserves the right to review and approve the Contractor's grievance and complaint procedures.

#### X. INDEMNIFICATION

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all

liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

XI. INSURANCE AND BONDING

The Contractor agrees to abide by the insurance and bonding requirements specified in the Special Terms and Conditions of the subsequent contracts. Any Certificates of Insurance and/or Bonding Certificates required in the Special Terms and Conditions or in the contract will be supplied to the County prior to award.

XII. INTERPRETATION OF AGREEMENT

This agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply:

A. The order of precedence is as follows:

1. Federal laws and regulations
2. State laws and regulations
3. Statements of Work
4. Special Terms and Conditions
5. County Basic Interagency Agreement

B. Where a term of the County Basic Interagency Agreement conflicts with a term of a subsequent contract, the term of the subsequent contract controls. Provided, if such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

XIII. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and program, and accreditation and licensing of individuals, and any other applicable standards or criteria as specified in the contract. The loss of any required accreditation license or other certificate shall be promptly reported to the Department of Community Services. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing the service.

XIV. MODIFICATION

Changes to a contract shall not be valid or binding upon either party unless such change is in writing by contract modification and executed by both parties.

XV. MONITORING AND EVALUATION

The Contractor shall furnish reports, statements, records, data and other information to the County, State, Federal, or other funding agencies at such times and on such forms as are specified by each contract and are supplied by the County.

The Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. Monitoring and evaluation may be conducted to ensure program and fiscal accountability and effective use of funds. The Contractor will be notified in advance of any monitoring and/or evaluation site visits; however, the County reserves the right to conduct on-site visits without prior notification to the Contractor as deemed necessary. Copies of the monitoring and program evaluation instruments will be provided to the Contractor upon written request.

XVI. NON-ASSIGNABILITY OF CLAIMS

No claim arising under any contract shall be transferred or assigned by the Contractor.

XVII. OWNERSHIP OF MATERIALS

Work products developed as a result of a Contract will be jointly owned by the Contractor and the County. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of the work performed under a Contract.

XVIII. PROTECTION OF INDIVIDUAL RIGHTS

- A. Grant County is an equal opportunity employer.
- B. The Contractor agrees that it shall comply with all applicable federal, state and county laws and regulations regarding non-discrimination in the provision of employment or services.
- C. The Contractor is responsible for policies and/or procedures to protect the rights of all individuals, employees and clients, including but not limited to the following requirements:
  - 1. Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to that Section.
  - 2. Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare [after May 1980, the Department of Health and Human Services, (45 CFR Part 80)] issued pursuant to that title.
  - 3. Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by or pursuant to this law, including CFR 29 part 1630.

XIX. REDUCTION IN FUNDING

In the event that funding to the County from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County or Contractor may summarily terminate the contract in whole or in part notwithstanding any other termination provisions of this agreement or that contract. Termination under this section shall be effective upon receipt of written notice by the non-terminating party. The terminating party agrees to notify the other party within fourteen days of written notification from the funding source of any proposed reduction in

funding by State, Federal or other sources. The Contractor agrees that upon receipt of such notice it shall immediately develop a plan to take appropriate and reasonable action to reduce its spending of the affected funds so that expenditures do not exceed the funding level resulting from the proposed reduction.

XX. RELATIONSHIP OF THE PARTIES

The Contractor, its agents, employees, officers or representatives are not employees, agents or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors or otherwise during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

XXI. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of an agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. Provided, that if deletion of the invalid provision substantially alters the intent, purpose or effect of the agreement or constitutes a failure of consideration, a contract may be rescinded or terminated by either party. Provided, that nothing herein contained shall be construed as giving precedence to provisions of this agreement, any Statement of Work or any subcontract over any provision of the law.

XXII. STANDARDS FOR FISCAL ACCOUNTABILITY

Agencies providing services in the State of Washington agree to maintain books, records, documents and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance of each contract. Such fiscal books, records, documents, reports and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method to allow costs to be tracked to specific revenue sources. The Contractor further agrees that the County shall have the right to monitor and audit the fiscal components of the organization to ensure that actual expenditures remain consistent with the terms of each contract.

XXIII. TERMINATION

If either party hereto fails to comply with the terms and conditions of this Agreement or subsequent contracts, the other party may pursue such remedies as is legally available including, but not limited to, the termination of the Agreement and/or contract in the manner specified herein.

- A. Termination by County for Cause. The County may terminate this Agreement and/or a contract for a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination. The County, prior to termination, shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this agreement, unless the County concludes that the nature of the breach is such that immediate termination is clearly necessary to protect the public interest. Termination and corrective action correspondence shall be delivered by certified mail, return receipt requested.
- B. Termination by Contractor for Cause. The Contractor may terminate this Agreement and/or a contract for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.
- C. Terminations on Other Grounds. This Agreement and/or a contract may also be terminated by mutual written agreement of the parties upon thirty (30) days written notice of termination.

#### XXIV. WAIVER OF DEFAULT

If the County waives any breach of this Agreement by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Agreement by the Contractor.



Request for Qualifications  
*Employment and Day Program Services*

**Exhibit B**

**GRANT COUNTY DEVELOPMENTAL DISABILITY PROGRAM  
CONTRACT SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions are included in current County Developmental Disabilities Contracts and shall be included in future contracts with Contractors placed on the Qualified Provider List:

1. APPLICABLE REGULATIONS

The Contractor shall comply with the Revised Code of Washington (RCW), Washington Administrative Code (WAC), and all applicable federal, state, and local laws and regulations.

2. ASSIGNMENT OF MEDICAID BILLING RIGHTS

By its signature on this Contract, the Contractor assigns its Medicaid billing rights for services to DDD customers eligible under Title XIX programs in this Contract.

3. CONTRACT NUMBER

The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

4. CUSTOMER CONFIDENTIALITY

The Contractor shall maintain each customer's personal information in accordance with state and federal regulations regarding confidentiality. This includes ensuring that all information on supported customers is maintained in a secure and confidential manner, that files and other records shall not be left in areas of unrestricted access but kept in secure areas and in locked cabinets when not in use and not secured by staff presence. The Contractor will take reasonable steps to protect personal information in all oral and electronic communication. The use or disclosure of any information concerning a customer who is receiving services under this Contract for any purpose not directly connected with the administration of the Contractor's or the County's responsibilities, with respect to services provided under this Contract, is prohibited except by written consent of the customer or their legal representative. The Contractor shall have a policy and procedure for meeting this obligation.

5. CUSTOMER FUNDING LIMITS AND PLANNED HOURS

The Contractor will monitor each customer's yearly spending limits and Planned Hours and notify the County prior to reaching the customer's funding lid or maximum Planned Hours per year. The Contractor shall provide services within the hours available to each individual customer. If it is anticipated that additional hours of service may be necessary for an individual for the Plan Of Care (POC) year, the Contractor shall notify the County and follow the County's process to request an exception to increase the funding and Planned Hours. When the Contractor determines additional services hours are

necessary during a month for a customer, the Contractor must request in writing for County-approval to increase a customer's hours prior to the delivery of additional hours of service. The Contractor shall also discuss the use of additional monthly hours with the customer and a copy of all County-approved requests to provide additional monthly hours shall be documented in the customer's file.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- 6.1. The Contractor shall certify that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor may search for excluded individuals on the Federal Excluded Parties List System at: <https://www.epls.gov/eplis/search.do?multiName=true>
- 6.2. The Contractor shall provide written certification of the above to the County within thirty (30) days of the start of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents if subcontractors are permitted under this Contract.

7. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are incorporated by reference into this Contract and are fully set forth herein, including any amendments, modifications, successors or supplements thereto:

- 7.1. The DSHS and County Agreement on General Terms and Conditions;
- 7.2. The 2011-2013 County Program Agreement with DSHS for DDD County Services, and subsequent agreements and amendments;
- 7.3. DSHS DDD Policies, as applicable; available at: <http://www.dshs.wa.gov/ddd/policy.shtml>;
  - 4.11 – County Services for Working Age Adults
  - 5.02 – Necessary Supplemental Accommodation (NSA)
  - 5.05 – Limited English Proficiency (LEP)
  - 5.06 – Client Rights
  - 5.13 – Protection from Abuse: Mandatory Reporting
  - 5.14 – Positive Behavior Support
  - 5.15 – Use of Restrictive Procedures
  - 5.16 – Use of Psychoactive Medications
  - 5.17 – Physical Intervention Techniques
  - 6.08 – Mandatory Reporting Requirements for Employment and Day Program Services Providers
  - 6.13 – Employment/Day Program Provider Qualifications
  - 9.07 – Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS)
  - 12.01 – Incident Management
- 7.4. Grant County Developmental Disabilities Program Policies and Procedures, as applicable;
- 7.5. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act;

- 7.6. The Budgeting and Accounting Reporting System (BARS), available at: <http://www1.dshs.wa.gov/ddd/counties.shtml>;
- 7.7. The DSHS / Disability Rights of Washington Access Agreement, available at: <http://www1.dshs.wa.gov/pdf/adsa/ddd/WPAS.pdf>;
- 7.8. The Grant County Basic Interagency Agreement;
- 7.9. DDD Criteria For An Evaluation, System Criteria For All Services; and
- 7.10. WAC 388-850-025, WAC 388-845-0001, 0030,0205,0210,0220,0600-0610,1200-1210,1400-1410,2100,2110.

8. **DRUG-FREE WORKPLACE POLICY (Applicable to Individual Supported Employment and Community Access providers.)**

The Contractor shall have a "Drug-Free Workplace" Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities.

9. **DUPLICATION OF PAYMENT**

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged against any other Contract, Statement(s) of Work, or other source including private pay, insurance, Division of Vocational Rehabilitation (DVR), and Social Security work incentives. The Contractor shall document the amount and type of other funding in customer case files.

10. **ELIGIBILITY FOR SERVICES**

Only customers determined eligible by DDD and/or approved for funding by the County shall be eligible for services reimbursed under this Contract. Funding must be approved by the County prior to the provision of any services under this agreement.

11. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

12. **FISCAL REQUIREMENTS**

Fiscal Audit

12.1. The Contractor is required to submit evidence of financial operations that complies with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.

- 12.2. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five (45) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
  - 12.2.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
  - 12.2.2. For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
  - 13.2.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 12.3. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.
- 12.4. If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report is required.
  - 12.4.1. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
  - 12.4.2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- 12.5. If applicable, the Contractor shall include a Corrective Action Plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

### 13. INSURANCE

- 13.1. At the execution of this Contract, the Contractor must provide an original ACORD or similar form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any

endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

- 13.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Grant County Washington".
- 13.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD or similar form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 13.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.
- 13.5. **(Not applicable to sole proprietors with no employees)** The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the total contract budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
- 13.6. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all

certificates will be written as follows: Grant County Washington, PO Box 37, Ephrata, WA 98823.

14. LIMITED ENGLISH PROFICIENCY (LEP)

The Contractor shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency. The Contractor shall ensure all their employees review DDD Policy 5.05 and customers receive accommodations in compliance with LEP policies.

15. OPERATIONAL REQUIREMENTS

The Contractor shall adhere to the following procedures in providing services and business operations:

15.1. Ensure that all staff receives required training that meets County and State approved standards and the needs of customers in service, including Bloodborne Pathogens and the DSHS/Disability Rights of Washington (DRW) Access Agreement, and as determined by DDD Policy 6.13 Provider Qualifications for Employment and Day Program Services and the Grant County DD Program. All staff shall receive required trainings every two (2) years after initial training. Proof of trainings shall be kept in personnel files. All training requirements are the responsibility of the Contractor.

15.1.1 Prior to working with customers unsupervised, employees must have knowledge of and receive training in the following areas:

- i. Customer confidentiality;
- ii. Current individual work and support plans for each customer with whom the employee works
- iii. DDD Policy 5.06, Client Rights;
- iv. DDD Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers;
- v. DDD Policy 9.07, HIV and AIDS;
- vi. First Aid and CPR (current); and
- vii. DDD Policy 4.11, County Services for Working Age Adults, as applicable.

15.1.2 Within one (1) month of employment, employees must receive training in the following:

- i. DDD Policy 5.17, Physical Intervention Techniques; and
- ii. Waiver requirements.

15.1.3 Within three (3) months of employment, employees must receive training in the following:

- i. DDD Policy 5.14, Positive Behavior Support; and
- ii. DDD Policy 5.15, Use of Restrictive Procedures.

15.2. The Contractor shall communicate directly with the assigned County Program Coordinator on issues related to service provision and/or funding for supported customers. All required submissions regarding this Contract shall also be directed to the assigned County Program Coordinator, including communication regarding planning, exceptions to policy, and incidents.

15.2.1. The Contractor shall return all phone calls and emails within two (2) business days.

- 15.3. The Contractor shall follow these procedures regarding customers' health and safety:
- 15.3.1. Adhere to DDD Policy 6.08: Mandatory Reporting Requirements for Employment and Day Program Services Providers and the County DD Program requirements regarding incident reporting. The Contractor shall complete the DDD Employment and Day Program Services Providers: Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial Exploitation of a Child or Vulnerable Adult Form within thirty (30) days of signing this Contract. Incidents shall be filed on a County Incident Reporting form.
  - 15.3.2. Ensure that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each customer.
  - 15.3.3. Employ staff aged 18 years or older and conduct a background criminal history clearance every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS customers, in accordance with RCW 43.43.830-485, RCW 74.15.030, and WAC Chapter 388.06. If the Contractor elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in RCW Chapter 74.34.020 Definitions, then the County shall deny payment for any subsequent services rendered by the disqualified staff. The Contractor must have prior written County approval before permitting staff with other convictions to have unsupervised access to customers. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearances.
  - 15.3.4. If a member of the Contractor's staff is accused of an illegal or abusive act(s), the staff member shall be placed on administrative leave and the Contractor shall have (7) days to investigate the accusation. The Contractor shall immediately notify the County of the issue.
  - 15.3.5. The Contractor shall ensure all services are provided in accordance with the DDD Criteria For An Evaluation System, Criteria For All Services.
  - 15.3.6. The Contractor shall ensure all services are provided in accordance with federal, state and local safety standards, including U.S. Department of Labor, Occupational Health and Safety Administration standards and shall include a safety review of volunteer and work areas as well as required safety equipment for the customer.
- 15.4. Maintain and adhere to a County-approved written grievance procedure for customers in accordance with the DDD Criteria For An Evaluation System, Criteria For All Services and DDD Necessary Supplemental Accommodation (NSA) Policy 5.02 and that:
- 15.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate;
  - 15.4.2. Provides for negotiation of conflicts;

- 15.4.3. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved and may include the DDD Case Manager as an alternative option;
  - 15.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts;
  - 15.4.5. Prohibits retaliation for using the grievance process;
  - 15.4.6. Includes a process for tracking and reporting grievances;
  - 15.4.7. Acknowledges that all customers have freedom of choice of providers and shall cooperate with the County and DDD to ensure this right. This includes directing customers to their DDD Case Managers if they indicate an interest in changing services or providers; and
  - 15.4.8. Has timelines for filing and responses;
  - 15.4.9. Has formal and informal process for resolution, including arbitration, if necessary;
  - 15.4.10. Notifies the County and DDD Case Manager when a grievance requires formal arbitration;
  - 15.4.11. Notifies the customer that they may contact the County and DDD Case Manager if unsatisfied with Contractor response and;
  - 15.4.12. Documents the customer's receipt of written procedure in the customer's file.
- 15.5. The Contractor shall cooperate and collaborate with the County, other entities, the customer and family members in the provision of services, planning and information sharing, and meet with the County upon request.
- 15.6. The Contractor, the Contractor's Board Members (if applicable), or the Contractor's staff shall not serve as an employer or a decision maker for a customer or a customer's family members or provide any form of guardianship, legal representation, payee, or residential supports to customers receiving services under this Contract. This provision may be waived upon written approval of the County.
- 15.7. Use Release of Information (ROI) forms that, at a minimum:
- 15.7.1. Include the name, address, phone number and contact person of the entity requesting the information.
  - 15.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified.
  - 15.7.3. State specific information being requested and the purpose for the request.
  - 15.7.4. Prohibit the re-release of information.



15.7.5. Include an expiration date for the request. The expiration date may not be more than ninety (90) days from the date of the request. In some instances where there is a need for on-going communication, such as DVR or a County service provider, the release may be for a maximum of one (1) year and must indicate the end date.

15.7.6. Include the customer's or legal guardian's signature and date of signature.

15.8. The Contractor shall have a written performance plan that describes program objectives, how and when objectives and outcomes will be accomplished, expected outcomes, and shall have an administrative/organizational structure that clearly defines responsibilities with a current organizational chart. The plan shall be evaluated at least biennially and revised based on actual performance.

## 16. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

16.1. The County shall reimburse the Contractor on a fee-for-service basis unless otherwise designated in the Statement(s) of Work for providing services described in the Statement(s) of Work.

If the Contractor fails to meet billing deadlines for three (3) consecutive months, the Contractor shall be in corrective action. Services billed more than sixty (60) days after the date of service will not be paid as the County will not be able to bill the State. Payment shall be made upon receipt of an invoice and documentation of the services performed and any required County and customer reports, including copies of County approvals for any exceptions to policies, subject to the following provisions:

- 16.1.1. The Contractor shall submit a Grant County invoice and CMIS Report by the 10<sup>th</sup> of each month for reporting and payment purposes.
- 16.1.1.1. The Contractor shall use a Grant County invoice that shall identify the month and year of service, the Contract number, and all services being billed for the previous month. If received by the 10<sup>th</sup> of the month, payment to the Contractor will be processed within twenty (20) days of the receipt of a complete and accurate invoice and CMIS report.
- 16.1.1.2. The Contractor shall submit a CMIS Report that includes all customers authorized by the County for service without regard to source of funding.
- 16.1.1.3. The Contractor shall report all funds received or due on the CMIS report for adults who have multiple funding sources for County services. The Contractor will use a password to protect the report and send it to the County as an email attachment.
- 16.1.1.4. If the County does not receive a complete and accurate billing by the 20<sup>th</sup> of the month, the invoice will not be processed for payment until the following payables cycle.

- 16.2. The Contractor shall send a letter to the County with the first billing designating the parties authorized to sign Contracts and invoices.
- 16.3. The Contractor shall bill only for services to customers who:
- 16.3.1. Are authorized for service through a County Approval; and
- 16.3.2. Have a Service and Payment Plan (Exhibit D) or written County approval for those without a current Service and Payment Plan; and
- 16.3.3. Are accepted for service by the Contractor.
- 16.4. For cost reimbursement activities, the Contractor shall provide the following:
- 16.4.1. A summary of expenses incurred in support of all cost reimbursement activities, by Statement of Work number, and accompanied by general ledger detail.
- 16.4.1.1. For direct costs, detail will include:
- Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
  - Other direct costs: Include vendor/payee names, dates of service, purpose and amount;
  - Required Equipment purchases authorized under the Contract shall be accompanied by receipts
- 16.4.1.2. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the Contract file. The Contractor will submit one (1) of the following documents to meet this requirement:
- Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
  - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- 16.4.1.3. For training related travel expenses, the Contractor shall bill in accordance with the Contractor Travel Reimbursement Policy.
- 16.5. For fee-for-service activities, the Contractor shall be reimbursed based upon the total units of service delivered for each Statement of Work activity. The Contractor will maintain records of service delivery to justify the fees being claimed. Costs covered by fee-for-service payment shall not be submitted for cost reimbursement.
- 16.6. The County may adjust the funding between budget categories or line items in a Statement of Work based on actual costs and/or projected changes in need. The Contractor may also request changes in categorical funding within a

Statement of Work. However, funding may not be rolled over from one fiscal year to the next.

- 16.7. Reporting erroneous service information regarding a County funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible Contract termination.
  - 16.8. Overbilling the County for any reason will result in corrective action, repayment, and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse.
  - 16.9. Funds received from the County shall not be used to provide cash benefit to the supported customer or family member, whether salary, bonuses or benefits.
  - 16.10. The Contractor shall ensure that a Contract closeout process is completed within thirty (30) days of the end of the Contract period. Payment requests received by the County after the thirty (30) day closeout period will not be processed, as the funding may have expired.
17. PERIOD OF PERFORMANCE AND CONTRACT PERIOD
- 17.1. Services shall be provided and billable costs incurred within the Period of Performance, and billings shall be submitted in accordance with the schedule in Section 17, Payment and Billing Provisions.
  - 17.2. The Contractor shall have until the final day of the Contract Period to submit reports and complete non-billable end of contract activities.
  - 17.3. The County reserves the right to extend the Contract, with the same terms and conditions, or offer a new contract upon satisfactory Contractor performance.
18. RECORDS RETENTION
- The Contractor shall:
- 18.1. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six (6) years from the termination of the Contract.
  - 18.2. Retain records for non-expendable property for a period of six (6) years after final disposition of the property.
  - 18.3. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.
  - 18.4. Make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.
19. SUBCONTRACTING
- The Contractor shall not subcontract for services associated with this Contract.
20. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

21. WORK PRODUCTS

Work products developed as a result of this Contract will be owned by the County. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of the work performed under this Contract.

# Request for Qualifications

## *Employment and Day Program Services*

### Exhibit C

### Data Security under 150 clients

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "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, other identifying numbers, and any financial identifiers.
  - d. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - e. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - f. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - g. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network

h. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

**2. Confidentiality** Contracts in which the risk and potential impact is relatively low and for which the data security requirements can be met through inclusion of these revised General Terms and Conditions. Typically, this is for providers and contractors who work with less than 150 clients and/or sets of client records and generally deal with confidential data one client or client family unit at a time. Contracts in which the risk and potential impact is higher, meaning 150 clients or more being served, referred to as standard data sharing contracts, the contractor is required to adhere to the requirements below as well as the DSHS Data Security Requirements exhibit.

- a. 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 Contractor's performance of the services contemplated hereunder, except:
  - (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
  
- b. 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) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - i. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - ii. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - iii. Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.

ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS or at the end of the Contract term, or when no longer needed, the Contractor shall return the Confidential Information or certify in writing that the Contractor employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. 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 on-site through shredding, pulping, or incineration.

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

Request for Qualifications  
*Employment and Day Program Services*

**Exhibit D**

**SERVICE AND PAYMENT**

**To be determined based upon the State of Washington approved rates effective July 1, 2013. Tiers may be eliminated.**

Individual Employment – Tiered plan paid monthly

Tier 1	1-8 Hours of support/month	TBD
Tier 2	9-17 Hours of support/month	TBD
Tier 3	18 – 25 Hours of support/month	TBD

Group Supported Employment – Tiered plan paid monthly

Tier 1	25 - 50 or less site hours/month	TBD
Tier 2	51 – 80 or more site hours/month	TBD

Community Access – hourly rate

Number of hours is determined by need with input from  
DDD Case Management and assessments

TBD

**Rates for clients needing extraordinary supports will be determined on a case by case basis.**



Request for Qualifications  
*Employment and Day Program Services*

**Exhibit E**

**DDD POLICY 6.13**

**TITLE: PROVIDER QUALIFICATIONS FOR EMPLOYMENT  
AND DAY PROGRAM SERVICES**  
Authority: RCW 71A.12 *Developmental Disabilities*

<http://www.dshs.wa.gov/pdf/adsa/ddd/policies/policy6.13.pdf>

**Exhibit F**

**DDD BARS CRITERIA FOR AN EVALUATION SYSTEM**

**TITLE: CRITERIA FOR AN EVALUATION SYSTEM  
(Bars Category 568.60)  
DIVISION OF DEVELOPMENTAL DISABILITIES  
July 1, 2011**

<http://www.dshs.wa.gov/pdf/adsa/ddd/CriteriaEvaluationSystem.pdf>

**Exhibit G**

**DDD COMMUNITY CONNECTIONS BILLABLE ACTIVITIES**

[http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-  
%20Community%20Access%20Billable%20Activities.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-%20Community%20Access%20Billable%20Activities.pdf)

**Exhibit H**

**DDD EMPLOYMENT ACTIVITIES – STRATEGIES AND PROGRESS /  
OUTCOME MEASURES**

[http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-  
%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20  
Measures.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf)

**Exhibit I**

**DDD EMPLOYMENT PATHWAYS, SERVICE ACTIVITIES, PHASES AND  
BILLABLE ACTIVITIES**

[http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-  
%20Employment%20Phases%20and%20Billable%20Activities.pdf](http://www.dshs.wa.gov/pdf/adsa/ddd/CO%20-%20Employment%20Phases%20and%20Billable%20Activities.pdf)