



INTERLOCAL AGREEMENT
Community Settings Respite Care
(excluding IFS Program Participants)

DSHS Agreement Number:
1764-77282

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
City of Mercer Island		Mercer Island Parks & Recreation	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
9611 SE 36th Street Mercer Island, WA 98040		179-019-640	88850
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Xuan Underwood	(206) 275-7665		julia.underwood@mercergov.org
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Developmental Disabilities Admin	Division of Developmental Disabilities.	1803LP-64	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Mayra Ledesma Contract Specialist		1700 E Cherry St STE 200 Seattle, WA 98122	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(206)568-5685	(206)720-3334	mayra.ledesma@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
05/01/2017	04/30/2021	Fee For Service	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Rate Table <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	Xuan Underwood, City Manager	4/19/17	
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED	
	John Cordy	4/25/2017	

John Cordy
Business Manager
Developmental Disabilities Administration
Tel:(206)568-5715

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "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.
 - i. "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.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "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.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "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.
 - q. "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.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations,**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- 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:

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- (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:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) 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 Secured 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.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (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, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they 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

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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.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. Disputes. Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve,

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through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation; along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be

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limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

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- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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23. Definitions. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Assistance" means help provide to a client for the purpose of aiding him/her in the performance of tasks.
- b. "Authorized" means approved by a DDD case manager/social worker as evidenced by receipt of an SSPS Social Services notice.
- c. "Case Resource Manager" means the DSHS or DDD worker assigned to a client and who authorized the services performed under this Contract.
- d. "Client" means a person whom DSHS has determined financially and programmatically eligible to receive services and for whom specific services have been authorized.
- e. "Community Settings" means a public place, such as community center, senior center, city or county park and recreation, camps, or adult day care. Service cannot be provided in a private home.
- f. "DDD" means the Division of Developmental Disabilities within the DSHS Aging and Disabilities Service Administration.
- g. "In-home respite" means respite provided by a home care agency in the client's home. Upon client or primary caregiver request, home care agency provider may bring the client into their community.
- h. "Individual Support Plan" or "ISP" means a written plan for long term care service delivery. The ISP identifies ways to meet the Client's needs with the most appropriate services.
- i. "Out-of-home respite" means respite provide out of the client's home by a licensed or certified setting
- j. "Personal care services" means those specific services defined in WAC 388-106 provided to DSHS clients.
- k. "Physical Assistance" means the provision of hands-on assistance on the performance of daily tasks or activities.
- l. "Primary Caregiver(s)" or "Caregiver" means the parents, legal guardians or other persons who have or assume primary responsibility for the necessary care of the client.
- m. "Protective Supervision" means supervision to ensure the safety and well being of a client, exclusive of those responsibilities which should be assumed by a legal guardian.
- n. "Provider One" means the DSHS payment system which is scheduled to replace the current SSPS payment system about November 2012.
- o. "Respite Care" means intermittent relief for persons providing care for developmentally disabled individuals on either an emergency or planned basis.
- p. "SSPS" means the Social Service Payment System, the service authorization and payment system used by DSHS.
- q. "Transportation Services" means the process of transporting a client from one location to another.

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- r. "Unusual Incidents" means a change in circumstances or events that concern a client's safety or well being. These may include, but are not limited to the following examples: an increased frequency, intensity, or duration of any medical conditions; adverse reactions to medication, severe behavioral incidents that are unlike the client's ordinary behavior, severe injury, running away, physical or verbal abuse to themselves or others, etc.

24. Purpose.

The purpose of respite care is to provide intermittent relief for persons providing care for individuals eligible for DDD services, on either an emergency or planned basis, to assist a client to remain in the least restrictive environment.

25. Contractor Qualifications.

- a. The Contractor shall be licensed, registered, and certified as is required by law.
- b. Community settings providing respite care must meet the regulations governing their business or activity.
- c. Contractors offered services must be published on website and include:
 - (1) Identified number of service hours being provided in your program/class/event including days/date and start and end time;
 - (2) Identify activities that will occur during program/class/event; and
 - (3) Published Fee schedule.
- d. The Contractor agrees to undergo a criminal history background check conducted by DSHS, as required by RCW 43.20A.710. If the Contractor has employees or volunteers who will have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor will conduct criminal history background checks on those employees.

26. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS to the Contractor shall:
 - (1) Provide physical assistance, support and protective supervision to the client in daily routine activities and to prevent injury to him or herself and to others;
 - (2) Obtain information about the client's identified needs and care requirements from the parent(s) or primary caregiver(s) and ensure that the client's needs are met while providing services;
 - (3) Contact the client's parent or primary caregiver(s) if the Contractor has not heard from them within seven (7) days of the Contractor's receipt of the service authorization to make arrangements for specific dates and times of care;
 - (4) Make arrangement with the primary provider of assistance for emergency medical treatment should this become a necessity;
 - (5) Ensure that the respite care is provided in the specific Community Setting and Respite services

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provided are as authorized and outlined in the ISP. If additional hours/services are provided, DSHS is not liable for payment;

- (6) Maintain copies of all service authorizations to provide services; and
 - (7) Complete and maintain copies of the work verification records for all services provided. These records shall be kept on file by the Contractor for the duration of this Contract and thereafter for a period of 6 years and will be available to DSHS upon request for purposes of audit, monitoring and/or service verification.
- b. The Contractor may also provide transportation to and from the respite services community resources and agencies as authorized and outlined in the ISP.
 - c. Maintain transportation records to document the dates, times, destinations, and distances of each Client's Transportation Services. Upon request, the Contractor shall make the records available to DSHS or DSHS/designee for review and audit.
 - d. Maintain sufficient vehicle and passenger insurance coverage in accordance with the requirements in this Contract.
 - e. Operate and maintain the transportation vehicles in a manner consistent with protecting and promoting the Client's health and welfare.
 - f. Community Settings shall provide all care that assists the client's participation in a safe manner.
 - g. Contractor shall provide written progress reports as requested by a DDD Case Resource Manager or per other DDD written guidelines.
 - h. Contractor shall not require client, client's guardian and/or client's legal representative to enter into any agreement releasing or limiting Contractor's legal liability for injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this contract unless contractor, at the same time, requires client, client's guardian and/or client's legal representative to release the State of Washington and all of its agencies, agents, contractors, servants and employees from liability for any acts of contractor causing injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this Contract.
 - i. Contractor shall ensure that they or their care providers possess the following minimum qualifications:
 - (1) Be eighteen (18) years of age or older;
 - (2) Possess the following minimum standards of knowledge and experience:
 - (a) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the client; and
 - (b) Knowledge of when and how to contact the client's representative and the client's case manager.
 - (3) Adequate skills to read, either directly or through an interpreter, understand, and implement the

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services authorized in the plan;

- (4) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the client's written ISP(s) and verbal instructions; and
 - (5) Adequate skills to maintain provider records of services performed and payments received.
- j. Contractor shall ensure that the care providers are able to:
- (1) Understand specific directions for providing the care that an individual client requires;
 - (2) Provide services within the scope of practice for their profession/skill level;
 - (3) Observe the client for change in health status, including weakness, confusion, and loss of appetite;
 - (4) Identify problem situations and take appropriate action;
 - (5) Respond to emergencies without direct supervision; and
 - (6) Accept the client's individual differences and preferences when performing routine tasks.
- k. The Contractor shall provide after-service duties, including but not limited to:
- (1) Satisfaction Surveys and/or follow-up contact with clients, their families, guardians or primary caregivers regarding their satisfaction with the services provided. Such surveys or follow up contact will include a process to document and report responses;
 - (2) Investigation, documentation and resolution of all complaints or incidents regarding the service provided; and
 - (3) Periodic monitoring of service documentation records, verification of provider qualifications, and of billing and payment data in SSPS, functions and documentation need to be performed in a manner that can be proven upon inspection.

The Contractor shall make available to DSHS any request for the inspection or verification of the above mentioned duties for monitoring purposes.

27. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on the following:
- a. The fee for service shall not exceed the rate listed in Exhibit A – Rate Table.
 - b. DSHS will only reimburse the Contractor for the number of hours authorized and provided per client.
 - c. In case of a legislatively mandated vendor rate changes, the rates will be adjusted accordingly and will be incorporated into this Contract on the date the rate(s) become effective. DSHS will provide written notification of rate changes to the Contractor.
 - d. The fee for transportation is an established rate of 0.51 per mile. The monthly payment for all services provided to any Client will not exceed the amount authorized in the Client's ISP and in the

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Social Service Payment System (SSPS). The rate established in this Contract is subject to change and does not require a contract amendment. Notification of rate changes will be made in a letter from DSHS to the Contractor. Rates shall not exceed the DSHS Aging and Disability Services Administration rates published for the Contractor's geographic area. Published rates are not disputable.

- e. DSHS shall reimburse the Contractor as preauthorized for fares and public transportation service at the actual costs. Such costs must not exceed the preauthorized amount.

28. Billing and Payment.

- a. DSHS shall issue invoices generated by SSPS to the Contractor.
- b. The Contractor shall indicate on each invoice received from DSHS whether the services were delivered.
- c. The Contractor shall submit the invoices for payment as directed on the invoice or by using Invoice Express.
- d. The Contractor shall contact the DSHS staff who authorized the services if there is any problem with the SSPS invoice.
- e. DSHS shall use the completed SSPS invoice to generate payment to the Contractor.
- f. DSHS shall not pay the Contractor for cancelled or missed appointments or for scheduled hours of service when clients are not seen or served by the Contractor.
- g. DSHS will not pay in advance of services being provided; all payments are contingent on completion of planned activity.
- h. In the event that the Client has fewer waiver resources available than the rate set in Exhibit A, the client or their family may choose to pay for additional hours of service but may not supplement the department's rate. The Contractor accepts the DSHS payment rate as sole and complete payment for the services provided under this Contract.
- i. If DSHS pays the Contractor for services authorized but not provided by the Contractor the amount paid shall be considered to be an overpayment.
- j. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- k. DSHS Provider One payment system is scheduled to replace the current DSHS SSPS on or about November of 2012. In the event this contract is in place at that time DSHS will notify you of new billing instructions. Any new billing instructions will replace the SSPS billing instructions listed above and will thereby be incorporated by reference into this contract.

29. **Duty to Report Suspected Abuse.** The Contractor shall report, in accordance with state law, all instances of suspected Client abuse immediately to the Department at the current state abuse hotline (1-800-562-6078).

30. **Duty to Report Unusual Incidents.** The Contractor shall submit written information of any unusual incident to the DDD Resource Manager or the DSHS contact listed on page 1 of this Contract within seventy-two (72) hours.

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31. **Duty to Report Death of Clients.** The Contractor shall report all deaths of DSHS clients receiving services from the Contractor within twenty-four (24) hours to the DDD Resource Manager or the DSHS contact listed on page 1 of this contract.
32. **Drug Free Workplace.** The Contractor, and the Contractor's employees and sub-contractors, shall abstain from the use of alcohol and illegal drugs in the workplace and in the performance of their duties.
33. **Insurance.**

a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

Exhibit A Rate Table

Provider	Rate	Payment Calculation	Payment Codes
Out-of home in a Adult day care center (must be contracted with the Area Agency on Aging (AAA))	\$10.03 hr Daily = \$80.24 [8 hrs x \$10.03]	Not to exceed 8 hours in a 24 hour period. Prior approval required to authorize more than 8 hours	8177, 8277, 8377, 8777
Camp and other community settings providing respite	\$17.46 hr	Community Settings will be reimbursed at the Contractor's published fee for services provided <u>unless</u> the number of hours authorized exceeds the number of hours of respite provided. The maximum rate for one hour of service \$17.46. Number of respite Hours = Cost of service (published fee) ÷ \$17.46.	8177, 8277, 8377, 8777

Notes:

- Respite and personal care cannot be paid at the same time for the same service. Respite services include any personal care and supervision that is needed.
- SSPS authorizations will be authorized at an hourly rate.
- A copy of the Contractor's Published Service and Fee Schedule can be located at the following web site . A printed copy of the Contractor's Published Service and Fee Schedule shall be maintained in the Contractor's Contract file for each year services are provided by this Contract.