

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202107014 - 2

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855050 Developmental Disabilities
Contract or Grant Administrator:	Jessica Lee
Contractor's / Agency Name:	WA State DSHS DDA

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202107014	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	2163-24028-02	

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):
Yes <input type="checkbox"/> No <input type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s):	673800 / 673300

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
---	---

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 8,225,332	
This Amendment Amount:	
\$ 519,222	
Total Amended Amount:	
\$ 8,744,554	

Summary of Scope: This Agreement provides revenue to Whatcom County to fund services for children and adults with developmental disabilities.

Term of Contract:	2 Years	Expiration Date:	06/30/2023
-------------------	---------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	02/02/2023
	2. Attorney signoff:	RB	Date:	02/03/2023
	3. AS Finance reviewed:	A Martin	Date:	2/20/2023
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:		Date:	
	6. Submitted to Exec.:		Date:	2-22-23
	7. Council approved (if necessary):	AB2023-137	Date:	02/21/2023
	8. Executive signed:		Date:	2-22-23
	9. Original to Council:		Date:	3-10-23





**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Department of Social and Health Services (DSHS) – Developmental Disabilities Administration (DDA) Interlocal Agreement Amendment #2  
**DATE:** February 22, 2023

---

Attached is an Interlocal Agreement amendment between Whatcom County and DSHS DDA for your review and signature.

▪ **Background and Purpose**

This Agreement provides funding for employment and community access services for adults with developmental disabilities, child development services for children ages birth to three years, and community information and training. An estimated 279 children and 391 adults are authorized to receive services.

House Bill 1980 was passed in the 2022 legislative session that allows employment and community inclusion services to be authorized concurrently. Additional funds were allocated for capacity building to ensure providers are available. This amendment adds 'start-up' funding to be used in the following four ways: onboarding new hires, referrals, new agency start up, and quality assurance, training and mentoring.

▪ **Funding Amount and Source**

This Agreement provides \$4,616,019 in funding during the current contract period (07/01/2022 - 06/30/2023) and \$8,744,554 for the entire agreement period (07/01/2021 – 06/30/2023) for the services mentioned above. These funds will be included in the 2023 budget. Council approval is required per WCC 3.06.010 for grants exceeding \$40,000.

▪ **Differences from Previous Contracts**




Revision Purpose
Increases funding by \$519,222 and revises and replaces Special Terms and Conditions to address the expansion of Community Inclusion Services.

Please contact Ann Beck, Community Services Manager at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.







 <p style="font-size: small;">Washington State Department of Social &amp; Health Services</p> <p style="font-size: x-small;">Transforming lives</p>	<h2 style="margin: 0;">COUNTY PROGRAM AGREEMENT AMENDMENT</h2> <h3 style="margin: 0;">DDA County Services</h3>	DSHS Agreement Number 2163-24028  Amendment No. 02
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.		Administration or Division Agreement Number Click here to enter text. County Agreement Number
DSHS ADMINISTRATION Developmental Disabilities Admin	DSHS DIVISION Division of Developmental Disabilities	DSHS INDEX NUMBER 1241
DSHS CONTACT NAME AND TITLE Joseph Carter		CCS CONTRACT CODE 1241
DSHS CONTACT ADDRESS 1700 East Cherry Street Suite 200 Seattle, WA 98122-4633		
DSHS CONTACT TELEPHONE (206)568-5715	DSHS CONTACT FAX (206)720-3334	DSHS CONTACT E-MAIL cartejf@dshs.wa.gov
COUNTY NAME Whatcom County Whatcom County DDA County Services		COUNTY ADDRESS 509 Girard Street  Bellingham, WA 98225-4005
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME  Jessica Lee
COUNTY CONTACT TELEPHONE (360) 778-6047	COUNTY CONTACT FAX (360) 778-6001	COUNTY CONTACT E-MAIL jlee@whatcomcounty.us
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
AMENDMENT START DATE 01/01/2023	PROGRAM AGREEMENT END DATE 06/30/2023	
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$8,225,332.00	AMOUNT OF INCREASE OR DECREASE \$519,222.00	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$8,744,554.00
REASON FOR AMENDMENT; CHANGE OR CORRECT OTHER: SEE PAGE TWO		
<b>EXHIBITS.</b> When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit B-1, Program Agreement Budget		
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.		
COUNTY SIGNATURE(S) 	PRINTED NAME(S) AND TITLE(S) Carol Frazey, Executive Pro Tempore	DATE(S) SIGNED 2/2/23
DSHS SIGNATURE 	PRINTED NAME AND TITLE Tammy Layton, Contract Manager	DATE SIGNED 3-3-2023

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

- A. Exhibit B, Program Agreement Budget, is revised and replaced with Exhibit B-1, Program Agreement Budget, which is attached hereto and incorporated herein.
- B. The Special Terms and Conditions are revised and replaced with the following (excluding Exhibit A – Exhibit A remains the same):
  - 1. **Definitions Specific to Special Terms:** The words and phrases listed below, as used in Contract, shall each have the following definitions:
    - a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.
    - b. "ADSA Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA clients.
    - c. "Additional Consumer Services" refers to indirect Client service types as follows:
      - (1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
      - (2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.
      - (3) "Other Activities": reserved for special projects and demonstrations categorized into the following types:
        - (a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."
        - (b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
        - (c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).
    - d. "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense account reports.
    - e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.



- f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.
- g. "Consumer Support" refers to direct Client service types as follows:
- (1) "Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.
  - (2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
  - (3) "Individual Supported Employment" or "IE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized 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.
  - (4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.
  - (5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
- h. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.
- i. "County Service Authorization (CSA)" means an authorization for county services.
- j. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which

constitutes a substantial limitation to the individual.

- k. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.
  - l. "DDA Regional office (DDA Region)" means the regional DDA office that supports DDA clients.
  - m. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services.
  - n. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific timeframe. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment
  - o. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.
  - p. "Job Foundation Report" is a document derived from employee readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.
  - q. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.
  - r. "Person Centered Service Plan or PCSP" means a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.
  - s. "Quality Assurance" means an adherence to all Contract requirements, including DDA Policy 6.13, *Provider Qualifications for Employment and Day Program Services*. County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
  - t. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.
  - u. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.
  - v. "Subcontractor" is the service provider contracted by the Contractor to provide services.
2. **Purpose:** This Program Agreement is entered into between Developmental Disabilities Administration (DDA) and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.
3. **Client Eligibility:** Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Contract.



#### 4. Credentials and Minimum Requirements:

- a. Administration of the developmental disabilities Employment and Day program cannot be subcontracted.
- b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.
- c. Administration Responsibility: The County must demonstrate the ability to administer the Contract including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional office (DDA region) and contracted providers.
- d. Fiscal Responsibility: The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.
- e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The Contractor will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.
- f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program Contractor staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388 WAC. If the entity reviewing the application 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 Chapter [74.34](#) RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County or Contractor to provide Training, Community Information Activities, and Consumer Support as defined in this Contract, and shall not be a board member, officer, or employee of an agency subcontracting with the County or Contractor to provide such services.
- h. Qualified Service Providers: The Contractor assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, **Provider Qualifications for Employment and Day Program Services**.
- i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Contractor assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Contract. Written documentation shall be available to DSHS on request.
- j. Reporting Abuse and Neglect: The Contractor staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and Chapter 26.44 RCW. If the Contractor is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.



- k. Contractor who provides Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.
- l. The Contractor staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6.08, ***Incident Management and Reporting Requirements for County and County-Contracted Providers***, if:
  - (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,
  - (2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.
- m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.
- n. Order of Precedence: In the event of any inconsistency in this Contract and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
  - (1) Contract; and
  - (2) Attached Exhibits.

**5. Duty to Disclose:** Pursuant to 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

**6. 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. Working collaboratively, the parties shall administer DD services within the County as set forth below:

- a. The DDA region shall:
  - (1) Review subcontractors and shall immediately notify the Contractor of any disapproval of the subcontractors identified by the Contractor;
  - (2) Inform and include the Contractor in the discharge planning of Clients leaving institutions and returning to the community who will need program funding;
  - (3) Inform the Contractor of Clients who have had their waiver status changed;
  - (4) Work with the Contractor when referring Clients for services and will withdraw referrals when authorization is not issued;
  - (5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;

- (6) Inform Clients of service changes through Planned Action Notice(s);
  - (7) Work with the Contractor to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;
  - (8) Work with the Contractor when terminating services;
  - (9) Work with the DDA Head Quarters and Contractor on Spending Plan adjustments; and
  - (10) Work with the Contractor in participating in evaluation of direct service providers.
- b. The Contractor shall:
- (1) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;
  - (2) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;
  - (3) Work with the DDA Region regarding service termination;
  - (4) Work with the DDA Head Quarters on Spending Plan adjustments;
  - (5) Inform the DDA Region of new providers to be included on the AWA system;
  - (6) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;
  - (7) Provide a copy of each subcontractor's contract upon written request from DDA; and
  - (8) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.
- c. Compliance with Budget and Accounting Reporting System Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS policy.
- d. The Contractor shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/Contractor-best-practices> under "County Best Practices":
- (1) DDA Policy 4.11, County Services for Working Age Adults;
  - (2) Chapter 388-850 WAC, chapter 388-828 WAC, and WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;
  - (3) Criteria for Evaluation;
  - (4) [DDA Guiding Values](#);
  - (5) [County Guide to Achieve DDA's Guiding Values](#);
  - (6) [DDA Guidelines for Community Assessments within Employment and Vocational Programs](#); and
  - (7) [Disability Rights Washington \(formerly Washington Protection and Advocacy System\) Access Agreement](#).



- e. The Contractor shall develop and submit a comprehensive plan for the Contractor DD Services as required by WAC 388-850-020.
- f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The Contractor shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Contract. Once approved, the SIF outcomes may be modified only by mutual agreement of the Contractor and the DDA Region.
- g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.
- h. Qualified Providers: A qualified provider must be a Contractor or an individual or agency contracted with Contractor named in this Personal Service Agreement or DDA.
- i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Contractor with prior written approval.
- j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.
- k. The Contractor shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:
  - (1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.
    - (a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) clients with similar interests and needs.
    - (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
  - (2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on demonstrated need, acuity level and work history per WAC 388-828.
  - (3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.
  - (4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify

Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

- (5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).
- (6) All Clients will be contacted by their service provider according to Client need and at least once per month.
- (7) If Clients in Individual Employment, Group Supported Employment have not obtained paid employment at minimum wage or higher within **six (6) months**, the Contractor will assure the following steps are taken:
  - (a) Review the progress toward employment goals;
  - (b) Provide evidence of consultation with the family/Client; and
  - (c) Develop additional strategies with the family/Client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
- (8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report.
- (9) The Client may request Community Inclusion services in addition to or instead of employment services after participation for nine months. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.
- (10) For individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the Contractor or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the Contractor or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the Contractor or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.
- (11) Individual Employment staff hours must be attributed to the "[Individual Employment and Billable Activity Phase\(s\)](#)".
- (12) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
  - (a) The collective group's individual hours should be the minimum staff hours delivered to



support the group.

- (b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).
  - (c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.
  - (d) A GSE agency must have a record of which staff is supporting which Clients on any given day.
  - (e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).
  - (f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).
  - (g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).
- (13) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42 C.F.R. Section 441.301(c)(4), including that:
- (a) The setting is integrated in the greater community and supports Client's to have full access to the greater community;
  - (b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
  - (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
  - (d) The setting facilitates individual choice regarding services and supports, and who provides them
- I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy or description of such evaluation system shall be provided upon request to DDA for review.
- m. Evaluation: The Contractor shall evaluate and review services delivered to reasonably assure compliance and quality. The Contractor shall conduct at least one visit to each subcontractor every two (2) years. The Contractor shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such



documentation will be provided to the DDA upon request.

- n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinate services.
- o. The Contractor shall participate in regularly scheduled meetings between Contractor DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.
- p. AWA Data System: In compliance with the [AWA Training Manual](#), the County shall use the AWA data system for all:
  - (1) Billing requests;
  - (2) Service provider address and phone number maintenance;
  - (3) Evaluation dates;
  - (4) Employment outcome information; and
  - (5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.
- q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.
- r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.
- s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.
- t. Partnership Project.
  - (1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA clients who were born between:
    - (a) For fiscal year 2021 9/1/00 through 8/31/01
    - (b) For fiscal year 2022 9/1/01 through 8/31/02
    - (c) For fiscal year 2023 9/1/02 through 8/31/03
    - (d) For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VBP project application will include the following minimum criteria identified in the sample application found at:  
[https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Applica  
tion\\_040720%20%28002%29.docx](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx)

- (2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in

provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

## 7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The Contractor will submit a fee/rate schedule with the initial Contract. The Contractor will submit updated fee/rate schedules to the DDA Region for approval as changes occur. The rate schedule will include the following information:

(a) Contractor(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The [DDA Billing Instructions](#) found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as **Exhibit B**:

(1) Budget amount listed in **Exhibit B**: The Contractor may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B**. The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan/Program Agreement Budget / Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Support are based on authorized Clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the

Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a Contractor provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Contract A Contractor can request an amendment at any time. An amendment for additional Client(s) may be supported when clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific Contract requirement.

## **8. Billing and Payment:**

a. Contract Budget: DSHS shall pay the Contractor all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office, responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a Contractor whose designated coordinator manages multiple programs, the Contractor must be able to provide.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental



disabilities services.

- ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.
- (b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
- (c) Other Activities.
- i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."
  - ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
  - iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

- (a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.
- (b) Community Inclusion services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.
- (c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
- (d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development.

These are individualized 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 (per the [Individual Employment Phases & Billable Activities](#)).

- (e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.
  - (f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.
- b. Reimbursement for the Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Contract. However, with a Contract amendment, the parties may increase or decrease the Contract amount. The Contractor will work with DDA HQ on amendments to the Contract.
  - c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The Contractor may post a combined claim of all programs/services covered by this Contract. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.
  - d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.
  - e. Reimbursement of Client Services: A claim for each Client is made on the CMIS system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:
    - (1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
    - (2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.
    - (3) A "Month" represents a minimum of one service visit which is at least fifty (50) minutes of direct service for CDS reimbursement.
  - f. Program Administration: The Contractor will provide program administration and coordination including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.
  - g. The Employment Phases & Billable Activities document defines the individual Client services that



DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/Contractor-best-practices>.

- h. The Community Access Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/Contractor-best-practices>.
  - i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Contract fiscal year.
  - j. Recovery of Fees: If the Contractor bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Contract standards, DSHS shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.
  - k. Preadmission Screening and Resident Review (PASRR): The Contractor may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.
  - l. Reimbursement for Partnership project: a claim of \$2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost
  - m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: [DDAJobFoundationReports@dshs.wa.gov](mailto:DDAJobFoundationReports@dshs.wa.gov)
  - n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.
  - o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).
9. **Intermediate Care Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all Contractor-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the Contractor a list of ICF/ID residents who attend a day program.
10. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.
11. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental

disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

**12. Confidential Information.** All Counties and their subcontractors must:

- a. Ensure the security of Confidential Information, and
- b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:
  - (1) Using a Trusted Network; or
  - (2) Encrypting the Confidential Information, including:
    - (a) Email and/or email attachments
    - (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

**13. Data Security Requirements.** Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

All other terms and conditions of this Program Agreement remain in full force and effect.

Exhibit B-1

**Program Agreement Budget**

**Original Budget**

**Budget Revision**

**REVENUES**

Fiscal Year	Fund Source	Original	1 <sup>st</sup> Revision	2 <sup>nd</sup> Revision	3 <sup>rd</sup> Revision
2022	State only	2,165,010	2,165,010		
	Medicaid	1,960,525	1,963,525		
	<b>Total Rev.</b>	<b>4,425,535</b>	<b>\$4,128,535</b>	<b>\$</b>	<b>\$</b>

Fiscal Year	Fund Source	Original	1 <sup>st</sup> Revision	2 <sup>nd</sup> Revision	3 <sup>rd</sup> Revision
2023	State only	2,163,939	2,462,623		
	Medicaid	1,932,858	2,153,396		
	<b>Total Rev.</b>	<b>4,096,797</b>	<b>\$4,616,019</b>	<b>\$</b>	<b>\$</b>

Account Title / BARS	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION 11,12,13,14	2,436	1,310	163,895	134,096	301,737
OTHER CONSUMER SUPPORTS 31, 32, 41, 92, 93, 94, 97	2,436		268,561	169,005	440,003
CONSUMER SUPPORT <b>STATE-ONLY</b> 62, 64, 65, 67, 69			22,176		22,176
Child Development 61			194,555		194,555
<b>MEDICAID CLIENTS</b> 62, 64, 65, 67, 69 95, 96	34,800	18,720	1,802,015	1,802,014	3,657,549
<b>ROADS to COMMUNITY LIVING</b> 62, 64, 65, 67, 69			0	0	0
<b>TOTAL</b>	<b>39,672</b>	<b>20,030</b>	<b>2,451,202</b>	<b>2,105,115</b>	<b>4,616,019</b>

**WHATCOM COUNTY:**

APPROVAL AS TO PROGRAM: Approved by email AB/JT 02/02/2023  
Ann Beck, Community Services Manager Date

DEPARTMENT HEAD APPROVAL:  02/22/2023  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 02/03/2023  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CONTRACTOR INFORMATION:**

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

1700 East Cherry Street, Suite 200

Seattle, WA 98122 - 4633

206-568-5715

[cartejf@dshs.wa.gov](mailto:cartejf@dshs.wa.gov)

