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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **CLIENT SERVICE CONTRACT**  **Children’s Voluntary Placement Services in a Group Care Facility** | | | | | | | DSHS Contract Number:  Click here to enter text.  Resulting From Solicitation Number:  Click here to enter text. | | | | |
| This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below. | | | | | | | | Program Contract Number:  Click here to enter text.  Contractor Contract Number: | | | | |
| CONTRACTOR NAME  Click here to enter text. | | | | | | CONTRACTOR doing business as (DBA)  Click here to enter text. | | | | | | |
| CONTRACTOR ADDRESS  Click here to enter text.  Click here to enter text. Click here to enter text. Click here to enter text. | | | | | | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  Click here to enter text. | | | | DSHS INDEX NUMBER  Click here to enter text. | | |
| CONTRACTOR CONTACT  Click here to enter text. | | CONTRACTOR TELEPHONE  Click here to enter text. | | | | CONTRACTOR FAX  Click here to enter text. | | | CONTRACTOR E-MAIL ADDRESS  Click here to enter text. | | |
| DSHS ADMINISTRATION  Click here to enter text. | | DSHS DIVISION  Click here to enter text. | | | | | | DSHS CONTRACT CODE  Click here to enter text. | | | | |
| DSHS CONTACT NAME AND TITLE  Click here to enter text.  Click here to enter text. | | | | DSHS CONTACT ADDRESS  Click here to enter text.  Click here to enter text. Click here to enter text. Click here to enter text. | | | | | | | | |
| DSHS CONTACT TELEPHONE  Click here to enter text. | | | DSHS CONTACT FAX  Click here to enter text. | | | | | DSHS CONTACT E-MAIL ADDRESS  Click here to enter text. | | | | |
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  Click here to enter text. | | | | | | | CFDA NUMBER(S)  Click here to enter text. | | | | | |
| CONTRACT START DATE  Click here to enter text. | | | CONTRACT END DATE  Click here to enter text. | | | | | CONTRACT MAXIMUM AMOUNT  Click here to enter text. | | | | |
| **EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:**  **Exhibits (specify): ):** Exhibit A – DDA Policies and DRW (formerly WPAS) Agreement; Exhibit B **–** Client and Rate Form | | | | | | | | | | | | |
| The terms and conditions of this Contract 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 Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS. | | | | | | | | | | | | |
| CONTRACTOR SIGNATURE  Click here to enter text. | | | | | PRINTED NAME AND TITLE | | | | | | DATE SIGNED | |
| DSHS SIGNATURE  Click here to enter text. | | | | | PRINTED NAME AND TITLE | | | | | | DATE SIGNED | |

**Additional General Terms and Conditions – Client Service Contracts:**

# **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

## “Authorized” means approved through the DSHS payment system by a DDA case manager,

## “Abuse” **is defined in RCW 74.34.020. Unless the RCW 74.34.020 definition of abuse is amended after 2014, “abuse”** means the willful action or inaction that inflicts injury, unreasonable confinement, intimidation, or punishment on a vulnerable person. In instances of Abuse of a vulnerable person who is unable to express or demonstrate physical harm, pain, or mental anguish, the Abuse is presumed to cause physical harm, pain, or mental anguish.

## “Child” means any unemancipated individual who is under the chronological age of 18 years.

## “Client” means a person whom DSHS has determined financially and programmatically eligible to receive services and for whom specific services have been authorized.

## “Consultant” means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment evaluation, counseling, or treatment of a client.

## “CPS” refers to Child Protective Services within the Department.

## “CWS” refers to Child Welfare Services within the Department.

## “DCFS” refers to the Division of Children and Family Services, which is a division of the Children’s Administration within the Department.

## "DDA" means the Developmental Disabilities Administration, an administration within Department.

## "Department" means the Department of Social and Health Services.

## “DLR” refers to the Division of Licensed Resources, which is a division of the Children’s Administration within the Department..

## “Family” refers to the biological or adoptive parents, relatives, Tribe, or other on-going significant support people, or past, present and future foster parents who remain consistently involved in the treatment and support of a child.

## “Functional Assessment (FA)” means a written evaluation of the factors that increase the likelihood of challenging behavior and appropriate behavior, and the functions or purpose of the challenging behavior. The FA becomes the basis for the Positive Behavior Support Plan.

## “Group care facility” is defined under RCW 74.15.020(f) and means .a licensed facility, which is maintained and operated for children on a twenty-four hour basis to provide a safe and healthy living environment to meet the developmental needs of the children in its care.

## “Home Region” refers to the DSHS region in which the Contractor’s headquarters is located.

## “Individual Educational Plan” or “IEP” means a detailed description of the instruction and services a student with disabilities needs in order to receive a meaningful education. The document describes the specific special education that a Child or Youth will receive.

## "Individual Support Plan" or "ISP" is the written plan that authorizes and identifies the DDA paid services necessary to meet a client's assessed needs.

## “Incident” means a disruption in normal routine of the home as a result of a conflict between residents, residents and staff, or as a result of an external disturbance.

## “ISSP” refers to the Individual Service and Safety Plan.

## “Nurse Delegation” means the transfer of the performance of selected nursing tasks from a licensed registered nurse to a nursing assistant or home care aide in specific settings as authorized under Chapter 246-840 WAC. Delegation in community and in-home care settings is defined by WAC [246-840-910](http://apps.leg.wa.gov/WAC/default.aspx?cite=246-840-910) through [246-840-970](http://apps.leg.wa.gov/WAC/default.aspx?cite=246-840-970).

## “Plan of Care” means a written document that summarizes the client’s assessment and identifies the long term care service delivery plan to meet the Client’s needs with the most appropriate services as authorized under WAC Chapter 388-845 and RCW Chapter 71A.12

## “Positive Behavior Support” means providing a supportive environment for an individual with significant challenging behaviors to help the individual to learn how to get his or her needs met without resorting to behaviors that are considered unacceptable.

## “Positive Behavior Support Plan” (PBSP) means the written document, based on a functional assessment, which outlines planned interventions to provide positive behavior support.

## “Residential,” “Residential Care" or “Residential Setting” refers to a facility-based program/placement that is licensed as a group home or staffed residential home. These terms do not refer to any setting or location licensed as a foster home.

## “Residential Services” means instruction and support services addressing one or more of the following outcomes:

### Health and safety;

### Personal power and choice;

### Competence and self-reliance;

### Positive recognition by self and others;

### Positive relationships; and

### Integration into the physical and social life of the community.

## “SAY” means sexually aggressive youth.

## “Respite Services” means intermittent relief for persons providing care for developmentally disabled individuals on either an emergency or planned basis.

## “Restrictive Procedures” means procedures that (1) restrict freedom of movement; (2) restrict access to personal property; (3) require a person to do something he or she does not want to do; (4) remove something the person owns or has earned; or (5) are described in DDA restrictive procedures policies.

## "Shared Parenting" means collaboration between the biological/ adoptive parents or legal guardians and licensed providers who share in meeting the care needs of the Child or Youth in voluntary placement.

## "Shared Parenting Plan" means a written document describing the plan among the biological/adoptive parent or legal guardian, a licensed provider, and DDA, to share responsibilities for care of a Child, including exchanging information on a routine basis about medical, education, daily routines and special situations in the life of the Child.

## “Specialized Support” means services that are highly individualized because of exceptional needs of the child/youth. Services and expertise are for exceptional demanding supervision, physical care, and emotional support related to the optimum care of the child. These supports must be outlined in the Individual Service Plan as objectives to attaining the outlined goals for the child/youth.

## “Staffed residential home” means a licensed facility that provides 24 hour care to six or fewer children who require more supervision than can be provided in a foster home. The provider must also have a valid staffed residential contract with DDD to provide services in accordance with Chapter 388-826 WAC.

## “Staffings” means formal or informal meetings of two or more DCFS/DDA or professional staff, consultants, parents, or others to review, discuss, or make decisions concerning a client or case.

## “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; hospitalization; running away; and physical or verbal abuse to themselves or others.

## “Youth” means any individual who is age 18, 19, or 20 years old and enrolled in high school or a high school completion program.

# **Purpose.** The purpose of this Contract is to provide payment for Clients receiving residential services in a licensed setting. These Clients must also be eligible and approved for Voluntary Placement Services through DDA.

# **Contractor Qualifications.**

## The Contractor shall be licensed by DSHS as a Group Care Facility in accordance with Chapter 74.15 RCW and shall meet or exceed the minimum Group Care Facility licensing requirements in WAC Chapters 388-148 or 388- 145.

## The contractor cannot exceed the maximum capacity of individuals identified in their license in WAC Chapters 388-128 or 388-145.

## If there is an inconsistency between Group Care Facility licensing requirements and the requirements of this Contract, the Contractor shall meet the more stringent requirement.

## In the event that any license of the Contractor that is related to the provision of services to children or vulnerable adults is denied, suspended or revoked, this Contract may be immediately terminated for default, as of the effective date of the denial, suspension or revocation action, or the actual date of expiration.

# **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:

## Provide Individualized and Specialized Support services to Children/Youth and their families who have been approved to receive Voluntary Placement Services from the Developmental Disabilities Administration. The maximum number of Children or Youth to be served in the Group Care Facility is described in the license executed by DLR in accordance with Chapters 388-148 or 388-145 WAC. .

## Provide the Child or Youth with appropriate social and recreational activities within integrated community-based settings.

## Work in partnership with the parents or legal guardian to develop a mutually acceptable plan which will be followed by both parties. This plan will promote the concept of shared parenting, as outlined in the Voluntary Placement Services rules under WAC Chapter 388-826.

## Maintain a home environment, with an emphasis on the child or youth’s individual needs and specialized supports due to his or her disability. The child or youth’s bedroom should reflect things that are important to him or her.

## Annually develop and monitor with the social worker and other professionals the Individual Service Plan in order to ensure that all services, including therapies, medical, psychological and behavioral, are delivered and documented in a written format. A quarterly written update as required in WAC Chapter 388-148 or Chapter 388-145 must be submitted to DDA and kept in the child’s or youth’s permanent record.

## When a child exhibits behaviors that interfere with his or her ability to participate in daily living, the contractor must submit to DDA for approval a copy of the Child’s Positive Behavior Support Plan (PBSP), including the Functional Assessment (FA) as identified in DDA Administrative Policy 5.19 and 5.20 (Exhibit B), when appropriate as outlined in Policy. Ensure that all documentation related to the Child or Youth is retained in a neat and easily accessible binder or file and made available to DDA upon request. Necessary file documentation includes but is not limited to the following:

### Data on behaviors as required by DDA Administrative Policies 5.19 and 5.20;

### Medication;

### Community integration;

### Medical information; and

### Progress on goals established in the Assessment and Individual Educational Plan and information related to the Client’s health and safety.

## Adhere to DDA Administrative Policies 6.15 and 6.19 (Exhibit B), if the Contractor provides services through Nurse Delegation to Youths.

## All services must be provided in a manner consistent with the published rules and policies of DDA and within the scope of acceptable practice as determined by DDA. Use of any restrictive procedures is allowed only according to DDA Policies. See Exhibit B.

## If available, the contractor shall use Medicaid Medical transportation services to have eligible children transported to and from prescribed appointments.

## The contractor must meet staffing requirements as outlined in WAC Chapter 388-148 or Chapter 388-145.

## The contractor must have consultants available as needed to work with staff, children in care, and the children's families. Consultants may be used for case management or program support. Consultants may be hired as staff or operate under a contract and must meet the full professional competency requirements and academic training in their respective fields.

## The Contractor must notify DDA if (1) any staff or volunteer who is or has been working in the facility has been disqualified from having unsupervised access to children or vulnerable adults or (2) the Contractor has received a corrective action plan resulting from a violation of licensing regulations.

## Supply to DDA, a current physician’s order indicating approval of any and all dietary restrictions and/or supplements.

## Bed side rails are known to present a potential risk of harm in the form of entrapment, injury, and death. This potential exists for all rails, whether they are full, half, or quarter rails. Consequently, the use of rails requires monitoring for ongoing need for continued use. Side rails are permitted, **when medically necessary** for the child or youth’s health and safety, with a current physician’s order that clearly states the medical necessity. Additional requirements for the use of bed side rails can be found in DDA Policy 5.20 (Exhibit A).

# **Consideration.**

## This Contract is a fee for service Client Service Contract, under which DSHS shall pay the Contractor the rate established and approved for each individual client. The established rate is indicated in Exhibit B, Client and Rate Schedule. The parties may upon mutual written agreement increase or decrease the clients served by signing a revised Exhibit B. Any revision is signed by the Contractor and regional designee and incorporated into this Contract by reference.

## If the Contractor provides services for a partial month, DSHS will prorate the monthly rate and pay the Contractor for the services provided.

## DSHS shall pay for the Nurse Delegation Core Curriculum training after the completed class roster is received and accepted by the DDA regional resource manager.

## The Contractor agrees to accept payment as total and complete remuneration for the Child. The Contractor ensures that work to be performed does not duplicate work to be charged to the State of Washington under any other contract or agreement with the Contractor.

## DDA determines the rate that is paid to support a Child or Youth in the licensed Group Care Facility by deducting the total daily rate of the specialized services (Exhibit B) from the Basic Maintenance rate. Basic Maintenance is intended to reimburse the Contractor for costs related to room and board for a Child or Youth. Basic Maintenance is funded from the child’s SSI or other types of income and DDA will coordinate payment as necessary.

# **Billing and Payment**.

## DSHS shall pay the Contractor monthly for pre-authorized services provided to DSHS clients at the rate specified in this Statement of Work. DSHS shall send invoices generated by the DSHS payments system to the Contractor. The Contractor shall:

### Receive invoices generated by the DSHS payment system;

### Indicate on the invoice whether the services were delivered;

### Submit invoices for payment as directed on the invoice or by using Invoice Express; and

### Immediately contact the service worker who authorized the services if there is any problem with the DSHS payment system invoice.

## DSHS shall use the completed DSHS payment system invoice to generate payment to the Contractor.

## DSHS shall not pay the Contractor for cancelled or missed hours of service **or for scheduled hours of service when clients are not seen or served by the Contractor.**

## The Contractor agrees to accept this payment as total and complete remuneration for services provided under this Contract to DSHS clients.

## If DSHS pays the Contractor for services authorized but not provided by the Contractor, the amount paid shall be treated as an overpayment.

## If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.

## Payment shall be considered timely if made by DSHS within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by Contractor. DSHS may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

## In case of a legislatively mandated vendor rate change, the rates shall be adjusted accordingly and shall be incorporated into this Contract with the date the rate(s) become effective. DSHS shall provide written notification of rate changes to the Contractor.

# **Waivers Regarding Age and/or Gender**

On a case-by-case basis and without amending this Contract, a DLR licensor may authorize Contractor to provide services to a specific client, who is outside the age range and/or gender covered by this Contract, but who can be legally served under the Contractor’s facility license. Documentation of such an authorization will be provided to the Contractor in writing and must include the child or youth’s name, birth date, case number placement date, and reason for exception. The authorization letter must be on file with the Contractor in order to qualify for payment.

# **Specialized Evaluations and/or Services**

With the prior approval of the DDA Social Worker, the Contractor may seek evaluations or services that are beyond the scope of this Contract and Medicaid limits, but are necessary for the care of the youth. Payment for the additional services shall be made with the Youth’s Medicaid Coupon or as otherwise authorized by DDA in writing.

# DSHS may deny, suspend, terminate, or refuse to renew or extend this contract if, in the judgment of DSHS, the Contractor or any partner, officer, director or managerial employee of the Contractor, or an owner of 50% or more of the Contractor entity, or an owner who exercises control over the Contractor’s daily operations, is determined by DSHS to:

## Have a credit history adversely affecting the Contractor’s ability to perform the contract, in the judgment of DSHS, within three years prior to such determination by DSHS;

## Have failed to meet financial obligations as the obligations fell due in the normal course of business within three years prior to such determination by DSHS; or

## Have filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

# **Smoking.** Smoking is prohibited in public places or places of employment by RCW 70.160.020.

# **Medicaid Order of Precedence.** The Medicaid program is authorized by the Social Security Act, Title XIX, 42 U.S.C. 1396 et seq, CFR Chapter IV, RCW Chapters 41.05 and 74.09. In case of conflict or inconsistency regarding Medicaid requirements, the following order of precedence applies:

# United States Code (U.S.C.)

## CODE of Federal regulations (CFR)

## Revised Code of Washington (RCW)

## Washington Administrative Code (WAC)

## Terms and Conditions contained in this Contract;

## Exhibits, if any, included in this Contract;

## The DSHS solicitation documents, if any, associated with this Contract;

## Any other material incorporated herein by reference.

# **Prohibition of Use of Funds for Lobbying Activities.**

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject the Contractor to such monetary and other penalties as may be provided by law.

EXHIBIT A

DEVELOPMENTAL DISABILITIES ADMINISTRATION

ADMINISTRATIVE POLICIES

The following DDD Administrative Policies and Agreement apply to the service of this Contract:

**DDD and CRP (Certified Community Residential Service Provider) Agreement regarding WPAS’ access rights and responsibilities.** *Note: WPAS has changed its name to “Disability Rights of Washington” (DRW).*

4.02 Community Residential Services: Referral and Acceptance

5.19 Positive Behavior Support for Children and Youth

5.20 Restrictive Procedures and Physical Interventions with Children and Youth

6.02 Rate Setting for Residential Programs

6.12 Mandatory Reporting Requirements for Residential Service Providers

6.15 Nursed Delegation Services

6.19 Residential Medication Management

7.05 Mortality Reviews

Policies can be located at http://www1.dshs.wa.gov/ddd/policy.shtml. In the event DSHS updates or changes these policies the Contractor will be notified and the revised Policy will be incorporated into this Contract without the requirement of an amendment.

EXHIBIT B

DEVELOPMENTAL DISABILITIES ADMINISTRATION

RATE REIMBURSEMENT

**BASIC MAINTENANCE:**

The basic maintenance rate paid under this Contract is $600.30/month per eligible client.

