



# SERVICES CONTRACT

## DDA technical assistance, training and related education

DSHS Contract Number:  
2334-50166  
Resulting From Procurement Number:  
2234-821

This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.

Program Contract Number:  
  
Contractor Contract Number:

CONTRACTOR NAME Service Alternatives Inc.		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS PO Box 1485 Oak Harbor, WA 98277		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 600-515-957	DSHS INDEX NUMBER 1677
CONTRACTOR CONTACT Robert Hays	CONTRACTOR TELEPHONE (425) 420-0191	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS rob.hays@servicealternatives.com

DSHS ADMINISTRATION Developmental Disabilities Admin	DSHS DIVISION Division of Developmental Disabilities	DSHS CONTRACT CODE 1900PC-34
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DSHS CONTACT NAME AND TITLE Kyle Harrison Field Services Administrator	DSHS CONTACT ADDRESS 907 Harney St suite 200  Vancouver, WA 98660
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DSHS CONTACT TELEPHONE (360)448-2753	DSHS CONTACT FAX <a href="#">Click here to enter text.</a>	DSHS CONTACT E-MAIL ADDRESS kyle.harrison@dshs.wa.gov
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	ASSISTANCE LISTING NUMBER(S)
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CONTRACT START DATE 07/01/2023	CONTRACT END DATE 06/30/2025	CONTRACT MAXIMUM AMOUNT \$3,470,240.00
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**EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:**  
 Exhibits (specify): No Data Security Exhibit ;Exhibit A, ALTSA Facilitation, Consultation, and Coordination; Exhibit B, Field Services Training; Exhibit C, Provider Training and Education; Exhibit D, Supported Employment and Community Inclusion Trainings; Exhibit E, DDA Roads to Community Living (RCL); Exhibit F, Preadmission Screening and Resident Review (PASRR); Exhibit G, Emergent Trainings and Events; Exhibit H, ALTSA Roads to Community Living-Supportive Housing Trainings; Exhibit I, Budget Exhibit SFY 2023-2025  
 No Exhibits.

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 	PRINTED NAME AND TITLE Robert Hays, Director of Training	DATE SIGNED 7/25/23
DSHS SIGNATURE 	PRINTED NAME AND TITLE Nicole Kahle, CCLS Contracts Counsel	DATE SIGNED 7/31/2023

## 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 Contracts and Legal 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 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - 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/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- 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 and Washington State Requirements.**

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

### 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:
  - (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.

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- (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 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. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

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9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **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.
16. **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.

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- 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.
17. **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 – Professional Service Contracts:

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
21. **DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

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- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
  - c. 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.
  - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
  - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.



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Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 27. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. 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 <https://ojp.gov/about/offices/ocr.htm> 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

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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.

**30. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

**31. Termination for Default.** The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

**32. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

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- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

**33. Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

**34. Taxes.**

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

**35. Preventing Disruption of Adult Care, Mental Health, Addiction, Disability Support, or Youth Services Due to Labor Management Disputes and Employee Unrest.**

Washington law requires that all services, direct or ancillary, for adult care, mental health, addiction, disability support, and youth services, be warranted by the Contractor providing those services against disruption. Contractor and DSHS agree that disruptions to these services such as strikes, walk-offs, sick-ins, slowdowns, or any other such action designed to pressure Contractor's management to meet labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

If this Contract includes adult care, mental health, addiction, disability support, or youth services, Contractor agrees to execute and maintain one or more of the following mandatory contractual commitments through the life of the Contract:

- a. An agreement between the Contractor and any exclusive representative labor organization

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representing the employees performing the contracted services. This agreement must contain a provision prohibiting Economic or Industrial Action on the part of all parties. This agreement must also include a process for the resolution of disputes between them; or

- b. An agreement between the Contractor and any labor organization seeking to represent the employees performing the contracted services. This agreement must contain a provision prohibiting the parties from causing, promoting, or encouraging Economic or Industrial Action, or other disruptive activity. This agreement must also include a process for resolution of disputes between parties.

Contractor must notify DSHS if it is unable to form a compliant agreement with a labor organization within 30 days of executing this Contract.

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

### **36. Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.**

- a. "Mandatory Individual Arbitration Clause" or "Class or Collective Action Waiver" means an arbitration clause or waiver in an employment contract which precludes Contractor's employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.
- b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- d. If Contractor, during the term of this contract, requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

## HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

### **37. Definitions**

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

## DSHS General Terms and Conditions

- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

## DSHS General Terms and Conditions

- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 38. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 39. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
  - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
  - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
  - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
  - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
  - g. **Failure to Cure.** If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the

## DSHS General Terms and Conditions

Subcontract, if feasible.

- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
  - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
  - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

### 40. Individual Rights.

- a. Accounting of Disclosures.
  - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
  - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

## DSHS General Terms and Conditions

- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

### b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

### c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 41. Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
- 42. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 43. Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.



## DSHS General Terms and Conditions

### 44. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
  - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
  - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
  - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
  - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

### 45. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time (Standard or Daylight, as applicable), except for holidays observed by the State of Washington.
  - b. "Client" means a person who has a developmental disability under RCW 71A.10.020(5) and has been determined eligible to receive services from the administration under chapter 71A.16 RCW.
  - c. "Event" means activities, trainings, workshops, conferences, webinars, classes, meetings, consultations, or other similar work as requested by DSHS of the Contractor.
  - d. "Field Services New Case Manager Core Training" or "Core Training" is mandatory training for new DDA Case Managers. This training's curriculum is set and meant to provide the necessary skills for individuals to function effectively as a DDA Case Manager.
  - e. "Fiscal Year Quarter" or "FYQ" means the State's fiscal year quarter, which is identified as the following periods of time:
    - (1) FYQ1: July 1 through September 30;
    - (2) FYQ2: October 1 through December 31;
    - (3) FYQ3: January 1 through March 30; and
    - (4) FYQ4: April 1 through June 30.
  - f. "Fiscal Year" or "FY" means the State's fiscal year, which is the twelve (12) month period between July 1 through June 30.
  - g. "Instructor" is the same as a trainer of specific subjects.
  - h. "Preadmission Screening and Resident Review" or "PASRR" means a process required by federal rule for individuals who are referred to a Medicaid-certified nursing facility.
  - i. "Region" means one (1) of the three (3) DSHS Regions designated as Region 1, Region 2, and Region 3. The Counties each Region serves is as follows:
    - (1) *Region 1*: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Klickitat, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, Yakima
    - (2) *Region 2*: Island, King, San Juan, Skagit, Snohomish, Whatcom
    - (3) *Region 3*: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Kitsap, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum
  - j. "Residential Habilitation Centers" or "RHC" means facilities which serve individuals with a functional or intellectual disability who meet Medicaid eligibility, and who either meet nursing facility eligibility or have an assessment determining that the person requires Intermediate Care Facilities for individuals with intellectual disabilities level-of-support and supervision. Each facility offers 24-hour habilitative support that includes help with daily living skills, money management, medication, and individualized training based on the unique needs of the individual.

## Special Terms and Conditions

- k. "Roads to Community Living" or "RCL" is a program designed for adults and children living in Residential Habilitations Centers, Children's Long Term Inpatient Program residences, skilled nursing facilities or hospitals who want to move back into the community. The project provides individuals with additional support before, during and for one (1) year after their move back into the community. Project participants must be clients of Developmental Disabilities Administration, be Medicaid-eligible within thirty (30) days of discharge and live in the qualifying institutional setting for sixty (60) consecutive days or longer.
- l. "Supported Employment" is an employment program for individuals with intellectual or developmental disabilities that occurs in the regular community worksites with supports to achieve success.
- m. "Trainer" is the same as an instructor of specific subjects.
- n. "Unique Entity Identifier" or "(UEI)" means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

**2. Purpose.** The purpose of this Contract is to provide technical assistance, training and related educational information to clients of the Developmental Disabilities Administration (DDA), their families, DDA field and residential staff, and providers who support DDA Clients

**3. Statement of Work.** The Contractor shall provide the services and staff, and otherwise engage in agency directed work necessary for, or incidental to the performance of work, as set forth below and in service specific Statements of Work, Exhibits A through H.

a. **Budget Management and Reporting.** The Contractor shall manage and report on the service specific program budgets within the identified parameters as follows:

- (1) Within thirty (30) days of each Fiscal Year, develop a Fiscal Year budget for each service based upon funding identified by DDA and then submit for approval by DDA HQ Contract Monitor, designee, or program representative.
- (2) Meet quarterly in-person with the DDA HQ Contract Monitor to discuss recently submitted spreadsheet and report depicting the budgeted amount for that Quarter, thereunder by DSHS Region, event, and consultation by category.
- (3) Send via email the Quarterly Regional budgets to each Region by the twentieth (20<sup>th</sup>) day after the end of each Quarter.
- (4) Design, develop and maintain on a Quarterly basis a master evaluation database of participant training evaluations to include trainers, consultants and event planners' information as identified below:
  - (a) Names of all trainers, consultants, and event planners used during the Fiscal Year;
  - (b) The focus of the topic, the trainers, consultants, and event planners in the event(s);
  - (c) The average rating provided in the total participant evaluation;
  - (d) Number of times the trainers, consultants, and event planners were used accumulative to date (YTD) during the fiscal year;

## Special Terms and Conditions

- (e) Total amount paid to the trainers, consultants, and event planners for the work provided in the Fiscal Year;
  - (f) YTD budget of those events planned and delivered against the planned Fiscal Year budget; and
  - (g) If the work was subcontracted, a recommendation regarding further use of the subcontractor for that or future particular subject and/or event.
- (5) At the end of each Fiscal Year, through the Contractor's database, develop a complete summary of all activities arranged for or conducted by Contractor.

The report must be submitted to the DDA HQ Contract Monitor within ninety (90) days of the end of the Fiscal Year, and should including the following:

- (a) Number of participants;
- (b) Events;
- (c) Sites (venue);
- (d) The trainers, consultants, and/or event planners;
- (e) Summary of the satisfaction evaluations;
- (f) Final budget information using the data collected above; and
- (g) Suggestions for system and/or process improvement, and details on what went well or did not go well.

**4. Technical Assistance and Training.** The Contractor shall provide technical assistance and training in accordance with service specific Statements of Work (see Exhibits A through G) and as below:

- a. At a minimum of twenty-five (25) times each Fiscal Year, Contractor shall coordinate technical assistance, individual requested and DDA approved training for communities, DDA staff, and individuals with developmental disabilities and their families.
- b. Contractor shall meet at a minimum one (1) time each Fiscal Year with designated regional staff, DDA HQ Contract Monitor, HQ administration, and DDA Training Unit staff to determine the needs of each entity for training, consultation, unique projects and identified technical assistance as needed for each endeavor.
- c. Respond at a maximum within ten (10) business days to requests from Regional DDA staff. Responses must be in writing the status of those requests.
- d. Match requests with trainers, consultants and event planners who are qualified, appropriate, and meet contractual standards to complete the event requested by the regional staff.
- e. Coordinate and schedule all approved travel and lodging for trainers, consultants and event planners who are performing services, and document the activity in the quarterly report submitted in writing to the DDA HQ Contract Monitor.
- f. Include in trainer, consultant and event planner's instructions, to circulate to each participant an

## Special Terms and Conditions

evaluation form before the training or event is completed and collect a minimum of 90% evaluation forms from participants. Within thirty (30) days after each training/event, the trainers, consultants, and event planners must submit a summary of the evaluations to the Contractor for data collection.

- g. Design, create and maintain a subject matter expert (SME) database of trainers, consultants and event planners and areas of specialty, availability, extent of geographic outreach, to be updated quarterly and circulated to identified DDA Regional and DDA HQ Contracts Monitor.

On a quarterly basis:

- (1) Provide to the Regional identified contacts and DDA HQ Contract Monitor, a spreadsheet depicting dates, times, events, trainers, consultants and event planners, and the budget, at the beginning of each Fiscal Year Quarter.
- (2) Under the direction of DDA HQ and Regions, design schedules for trainings / consultations / events, confirm standard fee schedules for comparable work, reimburse any subcontractors fees, and tracks in a database maintained by the Contractor. Information sent to DDA HQ Contract Monitor within twenty (20) days of ending of Quarter.
- (3) By Region, track the use of trainers, consultants and event planners, the events for which they provide training, topics, and cost associated with the events and, within thirty (30) days of ending of Quarter, track against the allocation for each Region and provide report to the DDA HQ Contract Monitor.

5. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$3,470,240** and shall be based on the costs incurred as listed in Exhibit I: Budget SFY 2023-2025, and the Contractor's Administrative Fee of 15%.

Consideration Note: Funding may be moved between categories upon written permission of DSHS. No amendment will be needed.

### 6. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted by the Contractor not more often than monthly, to:

DDA HQ Contract Monitor, or designee or successor  
Developmental Disabilities Administration, Training Team  
PO Box 45310  
Olympia WA 98504-5310

The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.

- b. Submit to the DDA HQ Contract Monitor by the 10<sup>th</sup> of each month the written and detailed billing, including documentation supporting each activity for the previous month.
- c. To the extent possible, the Contractor shall track program expenditures separately. The Contractor shall work with each DDA Program Manager to develop budget and reporting criteria.

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- d. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- e. Per Washington's State Administrative & Accounting Manual, Section 85.32, payment is contingent upon the Apparent Successful Bidder's completion of successful services. Therefore, any services and Administrative Fee can only be invoiced upon successful delivery.

### 7. Specified Personnel for Services

Contractor shall use best efforts to ensure that personnel identified in their response to RFP #2234-821 and assigned to this Contract are available until the completion of the Contract. Any proposal by Contractor for changes, replacement, or substitution of personnel during the term of the Contract shall be submitted to DSHS in writing. DSHS shall have the sole discretion to accept or reject such proposal. As a condition to accepting Contractor's proposal for personnel changes, DSHS may require Contractor to compensate DSHS for any administrative costs incurred by DSHS in association with such replacement. Such compensation will be in the form of a credit against Contractor's compensation. If DSHS does not accept Contractor's proposed change and Contractor is unable to provide acceptable personnel to DSHS within twenty (20) business days after the originally assigned personnel have left, then DSHS may terminate this Contract.

### 8. Ownership of Material.

- a. 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.
- b. Pre-existing materials which have been originated or developed by the Contractor or have been purchased by or licensed to the Contractor that the Contractor uses to perform this Agreement, but which are not created for or paid for by DSHS, shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the Pre-Existing Materials for continuing and ongoing DSHS internal purposes. Such internal purposes include but are not limited to the DSHS presentations to and the training of agency staff and contractors on the licensed materials.

### 9. Unique Entity Identifier.

- a. In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their UEI Number for this Agreement. The Contractor's UEI Number is **NHF7HRK4EQ75**. If the UEI Number changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and provide the correct UEI Number.

**10. Amendments.** This contract is from July 24, 2023, to June 30, 2025, with an option to extend twice for two additional years for each extension.

**11. Disputes.** Disputes shall be determined by a dispute resolution process listed below:

## Special Terms and Conditions

- a. Requesting dispute resolution. The request for Contract dispute resolution by either party shall be:
- (1) Submitted to DDA in writing and include the Contractor's name, address and the DSHS contract number for this Contract;
  - (2) Sent by certified mail or other method providing a signed receipt to the sender to prove delivery to and receipt by DDA, to the following address:  

DDA HQ Contract Monitor, designee or successor  
Developmental Disabilities Administration  
PO Box 45310  
Olympia, Washington 98504-5310
  - (3) Received by the DDA HQ Contract Monitor, designee or successor, no later than twenty-eight (28) calendar days after the contract expiration or termination.
  - (4) Identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.
- b. Content of the dispute request. The party requesting a dispute resolution shall submit a statement that:
- (1) Identifies the issue(s) in dispute;
  - (2) Identifies the relative positions of the parties; and
  - (3) Requests resolution through the current DDA processes.
- c. Action on the request:
- (1) DDA shall notify the non-requesting party that the request has been made, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.
  - (2) The Contractor shall provide pertinent information as requested by the person assigned to resolve the dispute.

Contractor and DSHS agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

## Special Terms and Conditions

### 12. Insurance

The Contractor shall obtain and maintain for the duration of the Contract, at Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

#### a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

- b. In lieu of general liability insurance mentioned in Section 1.a. above, if the Contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and General Aggregate - \$2,000,000. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and General Aggregate - \$2,000,000. The State of Washington, DSHS, its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's:

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

#### c. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW Title 51 by the Contractor or its employees under such laws and regulations.

#### d. Employees and Volunteers



## Special Terms and Conditions

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract. Failure of Subcontractors to comply with the insurance requirements in this Contract does not limit the Contractor's liability or responsibility.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

Upon request, the Contractor shall submit Certificates of Insurance to DSHS for each coverage required of the Contractor under the Contract. Each Certificate of Insurance shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. The Certificate of Insurance for each required policy shall reference the DSHS Contract Number for the Contract. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract. The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

Contractor waives all rights of subrogation against DSHS for the recovery of damages to the extent such damages are or would be covered by insurance required under the Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

## Special Terms and Conditions

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits required in this Contract will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability in excess of the required coverage and limits, and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract.

### l. Primary Coverage

All Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the State. Insurance or self-insurance programs afforded to or maintained by the State shall be in excess of, and shall not contribute with, insurance required of the Contractor and Subcontractors under this Contract.

### m. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

### n. Liability Cap

Any limitation of liability or liability cap set forth in this Contract shall not preclude DSHS from claiming under any insurance maintained by the Contractor pursuant to this Contract, up to the policy limits.

### o. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

## 13. Subcontractor Insurance information.

The Contractor shall request to waive a subcontractor(s) from some or all of the insurance requirements of this Contract by providing a written request to the DDA HQ Contract Monitor, or designee or successor for approval within 10 calendar days of the effective date of this Contract and will update that list at no less than 6-month intervals.

## **Special Terms and Conditions**

### **Exhibit A, Facilitation, Consultation, and Coordination**

1. Participate in advance planning meetings with DSHS TBI Staff.
2. Assist DSHS TBI Staff with the design, structure, and format of the meetings. For serial meetings, strategically organize the content, plan the series of meetings in a sequence designed to achieve the desired objectives or deliverables of the TBI Council Statewide Comprehensive Plan. Provide a Virtual platform and/or other means as agreed to with DSHS TBI Staff.
3. Support DSHS TBI Staff in planning, preparation and consultation for agendas, minutes, and other materials (as needed) in advance of all meetings and other events as required.
4. Provide training and support on communications, meeting management and facilitation, and guiding participants to follow agenda and timelines. Training development and timelines will be designed with DSHS TBI Staff prior to delivery.
5. Participate in pre and post meetings debriefing and planning strategy sessions.
6. Assist with planning and development of content in various reports, outreach communications, social media, information and awareness products, and partnership strategies and outreach efforts within the agreed upon timelines with the DSHS TBI Staff.
7. Provide outside assistance and materials support as requested and agreed to with the DSHS TBI Staff to aid in design and supporting of projects.
8. Maintain professional knowledge on current and history for issues / concerns surrounding the TBI Council and Community with regards to universal design, equity and belonging, supportive measures in communication, and other needs as identified.
9. Provide Professional Development Mediation Training for up to 4 persons.

## Special Terms and Conditions

### Exhibit B, Field Services Training

#### 1. Field Services Training.

The Contractor shall, upon request, provide the following services:

Each fiscal year, assist the HQ training managers to arrange quarterly training events for field services staff. Tasks to be completed, at a minimum of three (3) weeks prior to each event, shall be under the direction of the HQ training managers and are as follows:

- a. Order, arrange for and produce materials needed for each training. This shall include the arrangement for limited and necessary catering and creating evaluations.
- b. Secure trainers, consultants and/or event planners as identified by DDA Program Managers for the training. If necessary, Contractor shall subcontract with these speakers/presenters within the time allotted, include arranging their fees, travel, materials and other related items.
- c. During the three (3) weeks prior to event, on a weekly basis, provide written communication to HQ program managers regarding the progression of events and activities leading to each specific training.
- d. As needed and/or requested, provide on-site assistance during the training event.
- e. Collect separate evaluations on the trainer/consultant from participants and/or Training Managers in addition to the DDA evaluations the DDA Training managers retain for curriculum editing.
- f. Contractor shall record data in an evaluation database retrieved by DDA managers on request and share data in a quarterly written spreadsheet submitted to HQ contracts monitor.
- g. Trainers, consultants, and event planners shall submit their billing within thirty (30) days of completion of the training/consultation for which contracted. Within thirty (30) days of the receipt of trainers, consultants, and event planners' receipts and/or invoices, Contractor shall reimburse for all agreed upon bills for related services.
- h. At the request of HQ program managers, provide any copied and purchased materials three (3) days prior to each specific training event.

#### 2. Regional Training.

- a. DDA HQ assigns each Region's budget for technical assistance.
- b. Contractor shall meet in-person with the management of each designated Region at a minimum of once at the beginning of each Fiscal Year for the purpose of reviewing upcoming training needs of the Region.
- c. Contractor shall assist management with identifying and securing appropriate resources for the Regional training needs.
- d. Contractor shall assist with design of the Fiscal Year training agenda as outlined by

## **Special Terms and Conditions**

Regional management.

- e. Contractor shall secure all locations, resources, topical areas, and other training as identified by Regional management.

## Special Terms and Conditions

### Exhibit C, Provider Training and Education

1. DD Specialty Training & Continuing Education Opportunities for providers. The Contractor shall, upon request, be responsible for the following:
  - a. Deliver Adult Family Home and Assisted Living Home providers who support individuals with intellectual and developmental disabilities with a minimum of five (5) appropriate trainers who are qualified and certified to teach the DSHS-approved sixteen (16) hour Specialty Training Curriculum.
  - b. At DDA's request, recruit a minimum of one (1) qualified individual to act as substitute trainer for the Specialty curriculum.
  - c. With each identified DDA Regional Representative, in writing establish Specialty Training events by scheduling dates, specialty trainers, and venues. Once arrangements are established, Contractor will continue to communicate in writing any changes to these events.
  - d. With each identified Regional representative, in writing establish DDA Provider Opportunities training events by scheduling dates, specialty trainers, and venues. Once arrangements are established, Contractor will continue to communicate in writing any changes.
  - e. In conjunction with Specialty trainers, design, edit and maintain a common evaluation form to be used by all Specialty trainers and Continuing Education trainers. These evaluations will be provided by the Contractor to the attendees upon completion of training event. Trainers leave training events with completed evaluation forms and return the evaluations to the Contractor no later than thirty (30) days after the training.
  - f. Communicate to Specialty trainers within thirty (30) days of each Specialty Training event, that the trainer must collect and send a minimum of 90% of participant completed evaluation forms to the Contractor.
  - g. Communicate to Specialty trainers, in writing, that the DDA Regional representative shall confirm an adequate supply of materials (i.e. student manuals, tests, test keys, trainer guidebook, associated materials) in the training room where the training is to occur. All materials are stored in Regional offices.
  - h. Contractor to advise their Specialty trainers of their responsibilities as follows for in-person events:
    - (1) To contact the DDA Regional Representative five (5) days prior to their event to confirm if beverages or refreshments shall be available and placed in the room by the Regional staff.
    - (2) Physically arrange the furniture, lighting, and refreshments in the room, in a manner that would be most effective way of teaching the event.
    - (3) Physically set up their equipment (i.e. laptop, projector, DVDs, books) to use in the assigned event.
    - (4) At the end of the event, the trainer shall remove her/his own equipment from the room. The Trainer is not required to re-arrange the room when the event ends, but is required to leave the refreshment table items stacked neatly, if any were provided by DSHS and remaining. The Trainer is not required to wash dishes, cups, or any other utensils, but should leave trash in the trash barrel and items neatly stacked.
    - (5) Each fiscal year and at direction of the DDA HQ Contract Monitor, or designee, arrange for a

## Special Terms and Conditions

minimum of one (1) in-person all-day meeting, for all Specialty Trainers to attend. The purpose of the meeting will be to review all training practices and materials used for Specialty training.

- i. For the annual review sessions and at the direction of the DDA HQ Contract Monitor, or designee, Contractor shall reimburse the trainer for travel and meeting time at their standard rate.
- j. At the Contractor's primary place of business, Contractor shall retain a minimum of one-hundred (100) each of DDA trainer manuals, certificates and associated materials for the emergency replenishment of supplies for Specialty trainers.
- k. If needed, the Contractor shall provide computers, DVDs, projectors and a fully equipped trainer kit for the Specialty trainers. If applicable, these supplies must be inventoried and replaced or updated annually.
- l. Record into the master database the evaluation data, including rating of the Specialty trainer, satisfaction of participants with the training, and satisfaction with the class.

### 2. Community Residential Services Provider Training and Education.

The Contractor shall, upon request, assist the DDA HQ Training Program Managers to arrange all Community Residential Services provider events, each fiscal year. The related tasks are as follows:

- a. Provide and coordinate online event registration four (4) to six (6) weeks prior to each event. The online registration format the Contractor uses must include taking of registrations, handle maximum capacity number of participants, retains roster of participants, asks registrants to enter email, phone, agency and other demographic info when participants register.
- b. Coordinate all communication between registrants, trainers and identified DDA HQ Training Program Managers. This includes, but is not limited to, confirmation of registration, website indicates the maximum number of openings available for each event, and places alert on the website when the course is full. One (1) to two (2) weeks ahead of the event, the Contractor shall send reminder emails, parking information, direction to venue, what to bring, agenda of event.
- c. The Contractor shall also provide answers to questions about the event, and send any content question to DDA HQ Training Program Manager for answer.
- d. The Contractor shall provide their trainers/presenters with a copy of the roster prior to the event.
- e. The Contractor shall work with trainers/presenters to obtain training supplies.
- f. Between two (2) and four (4) weeks prior to each scheduled event, the following tasks shall be completed by the Contractor, under the direction of the DDA HQ Training Program Managers:
  - (1) During this time and on a weekly basis provide written communication to DDA HQ Training Program Managers regarding the progression of events and activities leading to the specific training.
  - (2) Taking DDA HQ staff suggestions in to account, secure training venue, coordinate and provide technical assistance, to include supply of training materials, necessary technology, IT support and other necessary training requests.
  - (3) Upon request of the DDA HQ Training Program Managers, Contractor to order necessary training supplies, materials or training content (i.e. training videos), arrange, and/or produce

## Special Terms and Conditions

materials needed for the trainings. These materials may include arranging limited and necessary refreshments/meals, and related items. Most materials must be delivered three (3) days prior to each specific event. The cost of these materials will depend on each event's requirements.

- (4) Provide outreach and marketing of events as requested. This task may include creation of flyers, emailing out announcements, collaborating with DDA HQ Program Training Managers on when and where to market/outreach for events.
  - (5) Secure trainers/speakers/presenters who are identified by DDA HQ Training Program Managers for the training in a timely manner. This may include arrangement of the trainers/speakers/presenters fees, travel, materials and other related items.
- g. Send event reminders via email or text to registrants at one (1) week and then again at two (2) days before each event. The reminders must include detailed information about cost, parking and other necessary information.
  - h. Host special events upon request. This may include including interface with vendors, physically arranging the furniture, lighting in a manner desired by the trainer, greeting participants, leading event registration and orientation, oversee participant satisfaction evaluations, provide/organize training materials as requested, oversee clean up or event closing activities at the specifications of host or vendor.
  - i. Trainers and Consultants are to submit their billing to the Contractor within thirty (30) days of completion of the assigned training/consultation. Within thirty (30) days of the receipt of Trainer and Consultant receipts, Contractor is to reimburse for all agreed upon bills for related services.
  - j. Collect separate evaluations on Trainer/Consultant from each event's participants. Data from the evaluations must be entered into their evaluation database. Contractor to submit copies of each event's evaluations to both the trainer/consultant and the DDA HQ Training Program Manager. See Special Terms and Conditions, Section 3. for further details.
  - k. Maintain participant roster and provide the information upon request from DDA HQ Training Program Managers.
  - l. Upon request of the DDA HQ Training Program Managers, Contractor to obtain subject matter experts to develop specific trainings.
  - m. Contractor to record into their master database the registration roster, evaluation data, to include ratings of all hosted events and the trainers/speakers/presenters. This material must be made available upon request of the DDA HQ Training Program Managers.



## Special Terms and Conditions

### Exhibit D, Supported Employment and Community Inclusion Trainings

1. The Contractor shall, upon request, be responsible for the following:
  - a. Develop, deliver training and/or technical assistance to individuals, families, agencies, employers and potential employers, which promote the understanding of:
    - (1) Employment First;
    - (2) School To Work;
    - (3) Community Inclusion;
    - (4) Social Security, Benefits Planning and Work Incentives; and
    - (5) System Navigation.
  - b. Support the outreach activities of self-advocacy groups to further individuals with intellectual and developmental disabilities informed choice with regards to opportunities for employment after high school graduation. Activities may include but are not limited to the following: transition council meetings, transitions fairs/conferences, webinars, phone calls and social media outreach.

## Special Terms and Conditions

### Exhibit E, DDA Roads to Community Living (RCL)

1. **Enhanced Community Services.** The Contractor shall work with the DDA Transition Group program managers to identify resources/consultants, dates and deliverables to provide the services related to, but not limited to, the areas listed below:
  - a. **Behavioral Supports.** Provide resources as requested, to define methods for improving client behavioral support work done in the community, in the areas of assessment, data collection, and analysis of behavioral programming.

Facilitate the implementation of other initiatives as specified by DDA to support administration goals of increasing the effective use of positive behavioral support methods.
  - b. **Residential Staff Retention.** Support DDA Workforce development initiatives, provide resources to analyze causes of staff turnover and strategies in order to lessen the impact of staff turnover, produce mitigation strategies, and present those to providers. As specified by DDA support other related projects or tasks.
  - c. **Intensified Residential Supports.** As requested by DDA, provide resources to support initiatives related to sustaining or creating projects aimed at preventing long-term institutionalization. This is to include providing resources to research and develop service provision models designed specifically to serve individuals who are at risk of long-term institutionalization, and those who exhibit behaviors that keep them from living successfully in the community.
  - d. **Autism Spectrum Initiatives.** As directed by DDA, provide resources for autism related projects and provide support for other endeavors to address systemic issues related to services for people on the autism spectrum.
  - e. **Family Mentors.** Provide resources to give family members and guardians of individuals living in institutions, and the individuals themselves, help in making the decision of whether or not to move into the community.

Upon referral from DDA, the Contractor shall include the resources to assist the families/individuals in the decision-making process. If a move to the community is made, the Contractor shall support the families/individuals during the transition.

Contractor shall also provide, at a minimum, quarterly reports on contacts made and activities performed.
  - f. **Environmental Supports/Housing.** As directed by DDA, provide resources to support DDA Housing initiatives, including the development of strategies for finding client affordable housing, and support other initiatives related to housing.
  - g. **Avoiding Institutionalization.** As directed by DDA, provide resources to facilitate training for families of clients and others who can impact limiting institutionalization of individuals with developmental disabilities, as well as other initiatives related to avoiding institutionalization of DDA clients.
  - h. **Practice Change/Community Values and Standards.** Provide resources to support DDA projects and endeavors to help strengthen and demonstrate the value of community

## Special Terms and Conditions

programs. This includes initiatives to encourage the development of a Center for Medicare and Medicaid Services (CMS) compliant person-centered planning and implementation strategy.

- i. **Community Inclusion.** As requested by DDA, coordinate and facilitate workshops and discussion groups with RHC staff, community providers, families, self-advocates, DDA Regional staff, the RCL project staff and other stakeholders, to share information about community offering in order to build collaboration, and to provide resources to complete other related projects.
  - j. **Employment/Residential Collaboration Initiative.** Provide resources to support employment and residential placement for DDA targeted clients who face the greatest challenges to employment (i.e. individuals who are assessed with high acuity).
2. **Technical Assistance.** The Contractor shall manage the Roads to Community Living Technical Assistance funding under the direction of the Roads to Community Living Quality Improvement Program Manager.

To achieve the target of moving one hundred ten plus (110+) individuals with developmental disabilities from institutional settings to the community, the Contractor shall provide trainers/consultants with specialized support knowledge and expertise. These trainers/consultants shall assist RCL project staff in the following areas:

- a. Identify supports for clients who are difficult to serve;
- b. Identify assistive technology necessary to enable community living;
- c. Identify housing modifications and development;
- d. Provide training and technical assistance resources for providers on supporting individuals with the most severe disabilities to transition from institutional living to community living;
- e. Provide training and technical assistance resources for employment service agencies to ensure individuals with the most severe disabilities have access to community employment options; and
- f. Analyze living situations and identify needed changes; and identify resources to support the client through these changes.

## Special Terms and Conditions

### Exhibit F, Preadmission Screening and Resident Review (PASRR)

1. Upon request and at the direction of DDA, the Contractor shall coordinate with DDA HQ Program Managers to deliver services related to the PASRR program. Activities shall include, but not be limited to, the following:
  - a. Develop, deliver or subcontract for training and/or technical assistance to individuals, families, stakeholders and agencies involved with the PASRR program and PASRR clients.
  - b. Provide resources and assist in the coordination of PASRR related trainings.
  - c. Provide technical assistance and training to service providers and other who work with PASRR clients.
  - d. Upon completion of a service request and as judged appropriate by DDA, an evaluation form shall be provided to service recipient. See Special Terms and Conditions for additional details.
  - e. Information on services provided under Exhibit F must be included in the annual report. See Special Terms and Conditions for additional details.

## **Special Terms and Conditions**

### **Exhibit G, Emergent Trainings and Events**

1. The Contractor shall, upon request, be responsible for the following:
  - a. Under direction of DDA HQ Contract Monitor, or designee, Contractor shall design, arrange for, conduct and/or subcontract for any activities, training or technical assistance identified by DDA Headquarters in response to an emergent event.
  - b. Under direction of DDA, Contractor shall expend funds for such event from identified budget category.
  - c. Upon request, Contractor shall identify and provide information about subject matter experts on the topics deemed emergent and necessary to conduct business.
  - d. Under direction of DDA HQ Contract Monitor, or designee, Contractor shall arrange for providers or subject matter experts of Academy curriculum specifics. These may include but are not limited to the following subjects: leadership skills, customer service, person-centered philosophy, emotional intelligence, human/social service related topics. Academies may be held up to eight (8) times annually.
  - e. Information on services provided under Exhibit G must be included in the annual report.

## Special Terms and Conditions

### Exhibit H, ALTSA Roads to Community Living-Supportive Housing Trainings

1. The Contractor shall, upon request, be responsible for the following:
  - a. Develop, deliver training and/or technical assistance to individuals, case managers, agencies, housing providers, which promote the understanding of:
    - (1) Evidence Based Practices utilized in a Supportive Housing Setting;
    - (2) Housing Search and Landlord Outreach and Engagement;
    - (3) Clinical practice to aid Housing Stabilization;
    - (4) Legal Support related to Obtaining and Maintaining Independent Housing;
    - (5) Supervision, Conflict Resolution and Communication;
    - (6) Community Inclusion;
    - (7) System Navigation; and
    - (8) Supportive Housing related work as identified by providers.
  - b. Support ALTSA staff in the creation and facilitation of cross sector partnerships and regularly occurring meetings.
  - c. Support ALTSA staff and contracted providers in best utilizing a fee-for-service model from an administration, staffing and financial perspective.

**Special Terms and Conditions**

**Exhibit I, Budget SFY 2023-2025**

Category	Description/Allocation	Budget FY Sample
<b><u>Exhibit A: ALTSA Facilitation, Consultation, and Coordination</u></b>		
	Facilitation/Consultation/Coordination Total 400 hours	\$140,000
	<b><u>Total for Services under Exhibit A:</u></b>	<b>\$140,000</b>
<b><u>Exhibit B: Field Services</u></b>		
<b><u>Technical Assistance Training and Consultation</u></b>		
	Field Services Core Training	\$44,000
	Field Services Academies	\$19,800
	Materials and Printing	\$11,000
	<b>Sub Total: \$74,800</b>	
<b><u>Regional Technical Assistance, Training, and Continuing Education</u></b>		
	Region 1	\$49,500
	Region 2	\$74,800
	Region 3	\$62,700
	<b>Sub Total: \$187,000</b>	
	<b><u>Total for Services under Exhibit B:</u></b>	<b>\$261,800</b>
<b><u>Exhibit C: Provider Training and Education</u></b>		
Supported Living & Provider Trainings	Required seventy (70) hours train the trainer & updating curriculum & new training series	\$165,000
Specialty training	continuing education	\$192,500
SOLA	SOLA	\$77,000
	Printed materials	\$6,600
	<b><u>Total for Services under Exhibit C:</u></b>	<b>\$441,100</b>
<b><u>Exhibit D: Supported Employment and Community Inclusion Trainings</u></b>		
	<b><u>Total for Services under Exhibit D:</u></b>	<b>\$55,000</b>

## Special Terms and Conditions

<b><u>Exhibit E: DDA Roads to Community Living</u></b>		
	Technical Assistance	\$110,000
	Reinvestment	\$1,554,300
	<b><u>Total for Services under Exhibit E:</u></b>	<b>\$1,664,300</b>
<b><u>Exhibit F: Preadmission Screening and Resident Review (PASRR)</u></b>		
	Trainings and Technical Assistance	\$110,000
	<b><u>Total for Services under Exhibit F:</u></b>	<b>\$110,000</b>
<b><u>Exhibit G: Emergent Trainings and Events</u></b>		
	Emergent and critical trainings	\$4,400
	HQ Academy and other Academies	\$110,000
	Materials and Printing	\$11,000
	<b><u>Total for Services under Exhibit G:</u></b>	<b>\$125,400</b>
<b><u>Exhibit H: AL TSA Roads to Community Living</u></b>		
	Supportive Housing Trainings	\$220,000
	<b><u>Total for Services under Exhibit H:</u></b>	<b>\$220,000</b>
	Subtotal of all Exhibits	<b>\$3,017,600</b>
	Indirect Administrative Fee @ 15%	\$452,640
	<b>Maximum Amount</b>	<b>\$3,470,240</b>