Contract #2012-DD-24

CONTRACT
BETWEEN

CLARK COUNTY, by and through its Department of Community Services
1601 East Fourth Plain Blvd., Bldg. 17-C214, Vancouver WA 98661
PO Box 5000, Vancouver, WA 98666-5000
(360) 397-2130

AND

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, Washington 98661

Program/Services Being Funded:	**Early Intervention Services in Natural Environments**
Period of Performance:	July 1, 2011 – June 30, 2013
Contract Period:	July 1, 2011 – July 31, 2013
Budget Authority:	$167,000
Funding Sources:	State DDD and DD Property Tax

CONTRACTOR CONTACT	COUNTY CONTACT
Susan Helms-Peyer (360) 750-7500 ext. 302 susan.helmspeyer@esd112.org	Patricia McConaughy Telephone: (360) 397-2075, x 7826 Patricia.mcconaughy@clark.wa.gov

This Contract consists of the following:
Special Terms and Conditions; Statement of Work; Attachment A – QSO/BA; and
Exhibit A – Contractor Travel Reimbursement Policy

Clark County and the Contractor agree to the terms and conditions of the Clark County Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

Bill Barron, County Administrator

8/16/11
Date

APPROVAL AS TO FORM ONLY:

Deputy Prosecuting Attorney

FOR THE CONTRACTOR:

Signature

Superintendent, ESD 112
Title

7/14/11
Date

CONTRACT #2012-DD-24
BUDGET SUMMARY
EDUCATION SERVICE DISTRICT 112
July 1, 2011 – June 30, 2013

Service Category	Payment	Revenue Source	BARS	Program Code / Reporting Category	Budget 7/1/11 – 6/30/12	Budget 7/1/12 – 6/30/13
Early Intervention Services in Natural Environments	Fee-for-Service	DDD / DD Property Taxes	568.61 568.111 568.31	772 /019478 772 / 019465	$83,000	$83,000
Training & Travel	Cost Reimbursement				$500	$500
BUDGET PERIOD TOTALS					$83,500	$83,500
TOTAL					$167,000	

SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM
JULY 2011

1. APPLICABLE REGULATIONS

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

2. ASSIGNMENT OF MEDICAID BILLING RIGHTS

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

3. CONTRACT NUMBER

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

4. CUSTOMER CONFIDENTIALITY

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

The Contractor shall have internal policies and procedures related to the privacy and the security of Protected Health Information (PHI) in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies compliance with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA), 42 CFR Part 2, and state privacy regulations.

5. CUSTOMER FUNDING LIMITS AND PLANNED HOURS

The Contractor will monitor each customer's yearly spending limits and Planned Hours and notify the County prior to reaching the customer's funding lid or maximum Planned Hours per year. The Contractor shall provide services within the hours available to each individual customer. If it is anticipated that additional hours of service may be necessary for an individual for the Plan Of Care (POC) year, the Contractor shall notify the County and follow the County's process to request an exception to increase the funding and Planned Hours. When the Contractor determines additional services hours are necessary during a month for a customer, the Contractor must request in writing for County-approval to increase a customer's hours prior to the delivery of additional hours of service. The Contractor shall also discuss the use of additional monthly hours with the customer and a copy of all County-approved requests to provide additional monthly hours shall be documented in the customer's file.

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

6.1. The Contractor shall certify that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor may search for excluded individuals on the Federal Excluded Parties List System at: https://www.epls.gov/epls/search.do?multiName=true

6.2. The Contractor shall provide written certification of the above to the County within thirty (30) days of the start of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents if subcontractors are permitted under this Contract.

7. DOCUMENTS INCORPORATED BY REFERENCE

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

7.1. The "Individuals with Disabilities Education Act", Public Law 108-446, available at: http://idea.ed.gov/download/statute.html;

7.2. The DSHS and County Agreement on General Terms and Conditions;

7.3. The 2011-2013 County Program Agreement with DSHS for DDD County Services, and subsequent agreements and amendments;

7.4. DSHS DDD Policies, as applicable; available at: http://www.dshs.wa.gov/ddd/policy.shtml;

4.11 – County Services for Working Age Adults
5.02 – Necessary Supplemental Accommodation (NSA)
5.05 – Limited English Proficiency (LEP)
5.06 – Client Rights
5.13 – Protection from Abuse: Mandatory Reporting
5.16 – Use of Psychoactive Medications
5.17 – Physical Intervention Techniques
5.19 – Positive Behavior Support Policy for Children and Youth
5.20 – Restrictive Procedures and Physical Interventions with Children and Youth
6.08 – Mandatory Reporting Requirements for Employment and Day Program Services Providers
6.13 – Employment/Day Program Provider Qualifications
9.07 – Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS)
12.01 – Incident Management

7.5. Clark County Developmental Disabilities Program Policies and Procedures, as applicable;

7.6. Washington State's Federally Approved Plan for the Early Support for Infants and Toddlers Program Department of Early Learning Under the Individuals with Disabilities Education Act (IDEA) Early Intervention Section at: http://www.del.wa.gov/publications/esit/;

7.7. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act;

7.8. The Budgeting and Accounting Reporting System (BARS), available at: http://www1.dshs.wa.gov/ddd/counties.shtml;

7.9. The DSHS / Disability Rights of Washington Access Agreement, available at: http://www1.dshs.wa.gov/pdf/adsa/ddd/WPAS.pdf;

7.10. The Clark County Basic Interagency Agreement;

7.11. DDD Criteria For An Evaluation, System Criteria For All Services; and

7.12. WAC 388-850-025, WAC 388-845-0001.

8. DRUG-FREE WORKPLACE POLICY

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

responsibilities.

9. DUPLICATION OF PAYMENT

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

10. ELIGIBILITY FOR SERVICES

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

11. ENTIRE AGREEMENT

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

12. EMPLOYMENT VERIFY PROGRAM

The Contractor shall register with the Department of Homeland Security (DHS) E-Verify Program prior to starting work under this Contract. The Contractor shall enter into a Memorandum of Understanding (MOU) with the DHS E-Verify Program, and submit the MOU to the County. When new employees are hired, the Contractor shall update the information on the E-Verify website; and at the end of the Contract, the Contractor shall submit the written documentation of the authorized employment status of their employees and those of any sub-contractor(s) assigned to the Contract. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify.

13. FISCAL REQUIREMENTS

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

13.2. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five (45) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

13.2.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

13.2.2. For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.

13.2.3. Public Entities are exempt from the semi-annual financial reporting requirement.

13.3. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.

13.4. If the Contractor expends $500,000 or more in federal funds during the fiscal year, an audit report is required.

13.4.1. Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

13.4.2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

13.5. If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

14. INSURANCE

14.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to $5,000, and $1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

14.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

14.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with $1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).

14.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of $1,000,000 per occurrence, with a $3,000,000 aggregate, with a maximum deductible of $5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.

14.5. The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or

depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the total contract budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).

14.6. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County Washington, PO BOX 5000, Vancouver, WA 98666-5000.

15. LIMITED ENGLISH PROFICIENCY

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

16. OPERATIONAL REQUIREMENTS

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

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

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

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

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

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

16.1.3. For Early Intervention Services:

i. DDD Policy 5.19, Positive Behavior Support Policy for Children and Youth
ii. DDD Policy 5.20, Restrictive Procedures and Physical Interventions with Children and Youth

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

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

16.3. The Contractor shall follow these procedures regarding customers' health and safety:

16.3.1. Adhere to DDD Policy 6.08: Mandatory Reporting Requirements for Employment and Day Program Services Providers and the County DD Program requirements regarding incident reporting. The Contractor shall complete the DDD Employment and Day Program Services Providers: Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial Exploitation of a Child or Vulnerable Adult Form within thirty (30) days of signing this Contract. Incidents shall be filed on a County Incident Reporting form.

16.3.2. Ensure that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each customer.

16.3.3. Employ staff aged 18 years or older and conduct a background criminal history clearance every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS customers, in accordance with RCW 43.43.830-485, RCW 74.15.030, and WAC Chapter 388.06. If the Contractor elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in RCW Chapter 74.34.020 Definitions, then the County shall deny payment for any subsequent services rendered by the disqualified staff. The Contractor must have prior written County approval before permitting staff with other convictions to have unsupervised access to customers. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearances.

16.3.4. If a member of the Contractor's staff is accused of an illegal or abusive act(s), the staff member shall be placed on administrative leave and the Contractor shall have (7) days to investigate the accusation. The Contractor shall immediately notify the County of the issue.

16.3.5. The Contractor shall ensure all services are provided in accordance with the DDD Criteria For An Evaluation System, Criteria For All Services, federal, state and local safety standards, including U.S. Department of Labor, Occupational Health and Safety Administration standards and shall include a safety review of volunteer and work areas as well as required safety equipment for the customer.

16.3.6. For Child Development service providers, the Contractor's employees must have a current valid Washington State credential prior to employment if the position requires the employee to be registered, certified, or licensed under Washington State law for the service(s) the Contractor intends to provide under Contract.

16.4. Maintain and adhere to a County-approved written grievance procedure for customers in accordance with the DDD Criteria For An Evaluation System, Criteria For All Services and DDD Necessary Supplemental Accommodation (NSA) Policy 5.02 and that:

16.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate;

16.4.2. Provides for negotiation of conflicts;

16.4.3. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved and may include the DDD Case Manager as an alternative option;

16.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts;

16.4.5 Prohibits retaliation for using the grievance process;

16.4.6 Includes a process for tracking and reporting grievances;

16.4.7. Acknowledges that all customers have freedom of choice of providers and shall cooperate with the County and DDD to ensure this right. This includes directing customers to their DDD Case Managers if they indicate an interest in changing services or providers; and

16.4.8. Has timelines for filing and responses;

16.4.9. Has formal and informal process for resolution, including arbitration, if necessary;

16.4.10. Notifies the County and DDD Case Manager when a grievance requires formal arbitration;

16.4.11. Notifies the customer that they may contact the County and DDD Case Manager if unsatisfied with Contractor response and;

16.4.12. Documents the customer's receipt of written procedure in the customer's file.

16.5. The Contractor shall cooperate and collaborate with the County, other entities, the customer and family members in the provision of services, planning and information sharing, and meet with the County upon request.

16.6. The Contractor, the Contractor's Board Members, or the Contractor's staff shall not serve as an employer or a decision maker for a customer or a customer's family members or provide any form of guardianship, legal representation, payee, or residential supports to customers receiving services under this Contract. This provision may be waived upon written approval of the County.

16.7. Use Release of Information (ROI) forms that, at a minimum:

16.7.1. Include the name, address, phone number and contact person of the entity requesting the information.

16.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified.

16.7.3. State specific information being requested and the purpose for the request.

16.7.4. Prohibit the re-release of information.

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

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

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

17. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

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

17.1.1. The Contractor shall submit a Clark County invoice and CMIS Report by the 10th of each month for reporting and payment purposes.

17.1.1.1. The Contractor shall use a Clark County invoice that shall identify the month and year of service, the Contract number, and all services being billed for the previous month. If received by the 10th of the month, payment to the Contractor will be processed within twenty (20) days of the receipt of a complete and accurate invoice and CMIS report.

17.1.1.2. The Contractor shall submit a CMIS Report that includes all customers authorized by the County for service without regard to source of funding.

17.1.1.3. The Contractor shall report all funds received or due on the CMIS report for adults who have multiple funding sources for County services. The Contractor will use a password to

protect the report and send it to the County as an email attachment.

17.1.1.4. If the County does not receive a complete and accurate billing by the 20th of the month, the invoice will not be processed for payment until the following month.

17.2. The Contractor shall send a letter to the County with the first billing designating the parties authorized to sign Contracts and invoices.

17.3. The Contractor shall bill only for services to customers who:

17.3.1. Are authorized for service through a County Approval; and

17.3.2. Are accepted for service by the Contractor.

17.4. For cost reimbursement activities, the Contractor shall provide the following:

17.4.1. A summary of expenses incurred in support of all cost reimbursement activities, by Statement of Work number, and accompanied by general ledger detail.

17.4.1.1. For direct costs, detail will include:

- Salaries and benefits: Names or employee ID number, salary and benefits paid, and dates;
- Other direct costs: Include vendor/payee names, dates of service, purpose and amount;
- Required Equipment purchases authorized under the Contract shall be accompanied by receipts.

17.4.1.2. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the Contract file. The Contractor will submit one (1) of the following documents to meet this requirement:

- Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
- A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

17.4.1.3. For training related travel expenses, the Contractor shall bill in accordance with the Contractor Travel Reimbursement Policy (Exhibit A).

17.5. For fee-for-service activities, the Contractor shall be reimbursed based upon the total units of service delivered for each Statement of Work activity. The Contractor will maintain records of service delivery to justify the fees being claimed. Costs covered by fee-for-service payment shall not be submitted for cost reimbursement.

17.6. The County may adjust the funding between budget categories or line items in a Statement of Work based on actual costs and/or projected changes in need. The Contractor may also request changes in categorical funding within a Statement of Work. However, funding may not be rolled over from one fiscal year to the next.

17.7. Reporting erroneous service information regarding a County funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible Contract termination.

17.8. Overbilling the County for any reason will result in corrective action, repayment, and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse.

17.9. Funds received from the County shall not be used to provide cash benefit to the supported customer or family member, whether salary, bonuses or benefits.

17.10. The Contractor shall ensure that a Contract closeout process is completed within thirty (30) days of the end of the Contract period. Payment requests received by the County after the thirty (30) day closeout period will not be processed, as the funding may have expired.

18. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

18.1. Subject to its other provisions, the Period of Performance of this Contract is July 1, 2011 through June 30, 2013.

18.2. Services shall be provided and billable costs incurred within the Period of Performance, and billings shall be submitted in accordance with the schedule in Section 17, Payment and Billing Provisions.

18.3. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

18.4. The County reserves the right to extend the contract, with the same terms and conditions, or offer a new contract upon satisfactory Contractor performance.

19. PROCUREMENT

19.1. The procurement method for this Contract was a Request for Qualifications (RFQ).

19.2. For those services that have a qualified providers list, a Contractor that is placed in corrective action shall be removed from the list and shall not accept new customers.

20. RECORDS RETENTION

The Contractor shall:

20.1. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six (6) years from the termination of the Contract.

20.2. Retain records for non-expendable property for a period of six (6) years after final disposition of the property.

20.3. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

20.4. Make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

21. SURVIVABILITY

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

22. WORK PRODUCTS

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

CONTRACT #2012-DD-24
STATEMENT OF WORK
EDUCTIONAL SERVICE DISTRICT 112
EARLY INTERVENTION SERVICES IN NATURAL ENVIRONMENTS
January 1, 2011 – June 30, 2013

Service Category	Payment	Revenue Source	BARS	Program Code / Reporting Category	Budget 7/1/11 – 6/30/12	Budget 7/1/12 – 6/30/13
Early Intervention Services in Natural Environments	Fee-for-Service	DDD / DD Property Taxes	568.61 568.111 568.31	772 /019478 772 / 019465	$83,000	$83,000
Training & Travel	Cost Reimbursement				$500	$500
BUDGET PERIOD TOTALS					$83,500	$83,500
TOTAL					$167,000	

1. SERVICE DEFINITION / TARGET POPULATION

Early Intervention Services include specialized therapeutic and/or educational services for eligible infants and toddlers from birth to the child's third birthday, and their families, or by written County exception, enrollment in public school. These are specialized therapeutic and/or educational services for eligible infants and toddlers and their families from birth to the child's third birthday. These services require 1) with family permission, sharing information with and making referrals to a local Family Resources Coordinator (FRC); 2) documentation of services as part of an individualized family service plan; and 3) participation with the local school district and others in the development of a transition plan prior to the child's third birthday.

The goal of Early Intervention Services is to enhance the development of infants and toddlers with disabilities and to minimize their developmental delays. Early Intervention Services in natural environments are intended to promote improved positive social-emotional skills (including social relationships); acquisition and use of knowledge and skills (including early language/communication); and use of appropriate behaviors to meet their needs. Services shall be designed to match the preferences, hopes and strengths of the family and enhance their capacity to meet the special needs of their infants and toddlers with disabilities. The number of eligible children to be funded under this Statement of Work is reviewed at least annually based on consumer choice of service providers and the total number of County-funded children.

2. CONTRACTOR REQUIREMENTS

The Contractor shall ensure that the training, experience, and expertise of their staff meet the highest entry-level requirements in Washington State for Early Intervention Professionals and relate to the needs of the participants, as outlined in DDD Policy 6.13.

The Contractor shall provide to the County Developmental Disabilities Program Coordinator a schedule of business hours for each calendar year, within fifteen (15) days of the beginning of the contract. The schedule shall include regular days and hours of operations, observed holidays and planned closures.

3. AUTHORIZED EARLY INTERVENTION SERVICES

The Contractor shall provide one (1) or more of the Early Intervention Services listed below, as defined by Washington State's Federally Approved Plan for the Early Support for Infants and Toddlers Program Department of Early Learning Under the Individuals with Disabilities Education Act (IDEA) Early Intervention Section at: http://www.del.wa.gov/publications/esit/

Only services provided in natural environments are funded in this Statement of Work.

3.1. Family training, counseling, and home visits

3.2. Occupational therapy

3.3. Physical therapy

3.4. Specialized instruction

3.5. Speech/Language Pathology

4. PROGRAM REQUIREMENTS

It is expected that services will be delivered within a multi-disciplinary team and using a primary coach approach. One (1) member of a multi-disciplinary team will be assigned as the principal coach and point of contact for the child and family. The primary coach is responsible for the child/family outcomes as identified on the child's Individual Family Service Plan (IFSP). Other therapists and/or educators provide support to the primary coach and may provide services to the child as needed to meet the outcomes identified on the IFSP.

The Contractor shall provide services as outlined below:

4.1. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) shall be conducted within 45 days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).

4.2. Collaborate with the child's Family Resources Coordinator in the development of an Individual Family Service Plan (IFSP).

4.2.1. Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family.

4.2.1.1. Child specific outcomes reflect the child's participation in everyday routines and activities.

4.2.1.2. Family specific outcomes address the capacity of the family to enhance their child's development.

4.2.2. Services consistent with the IFSP will be started within thirty (30) days of the start date on the signed IFSP unless the IFSP documents that the parent requested a delay in the start of the service(s).

4.2.3. Participate in the IFSP review at a minimum of every six (6) months or more frequently if conditions warrant, and write a new IFSP annually. Service changes indicated by this review will be initiated at the time of the review.

4.2.4. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.

4.3. Contractor shall obtain from the parent, in writing, consent for all activities related to the provision of early intervention service in the family's native language or other mode of communication.

4.4. Services must be provided in the most natural environment for each child including in-home services. Natural environments are settings that are natural or normal for the child's age peers who have no disabilities (*US Code of Federal Regulations 303.18*). These services are provided in the home, neighborhood, or community settings in which children without disabilities participate (*Washington State's Application for Federal Funds, Section III-12*).

4.4.1 Community-Based Service Definition: Services provided in a setting where children without disabilities typically are found. These settings include but are not limited to: child care centers (including family day care), preschools, regular nursery schools, libraries, grocery stores, parks, restaurants, and community centers (e.g. YMCA, Boys and Girls Clubs). Services provided in a hospital, residential facility, clinic, and Early Intervention center/class designed for children with disabilities are not considered community-based.

4.5. Support the continued development of this service through activities such as, but not limited to, reviewing draft documents and providing feedback to the County, participating in all County required trainings and attending all service development meetings.

4.6. Document that each family is assisted to ensure the child obtains an evaluation by a multidisciplinary team and that the evaluation used to determine eligibility shall:

4.6.1. Be completed in accordance with the ITEIP Early Intervention Practice Guide: www.del.wa.gov/publications/esit/docs/PracticeGuide_EvalIFSP45-daytimeline.pdf

4.6.2. Document that the child demonstrates a delay of 1.5 standard deviation or 25% of chronological age delay in one (1) or more of the developmental areas.

4.6.3. Include the name and discipline of the clinician performing the evaluation shall be included on all evaluation reports.

4.6.4. Be conducted within forty-five (45) days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).

4.7. Participate in the development of a transition plan, for each child, ninety (90) days prior to the child's third birthday, in collaboration with the local school district and the local lead agency.

4.8. Participate in the development of a complete a Child Outcome Summary Form (COSF), for each child, at the beginning and end of the child's services.

4.9. Provide services in a manner that supports the cultural and ethnic diversity of families.

4.10. Ensure that eligible families have access to interpreter services when needed to effectively participate in Child Development Services.

5. The Contractor will comply with the following established guidelines, requirements, and criteria for service documentation:

5.1. Each child shall have one (1) file with a table of contents. All service documentation shall be included in the file. In the event that the file becomes full, a Volume II shall be created for the customer. An individual case note shall be created for each individual child and shall correlate with each individual child's visit billed to the County. All case notes shall be in chronological order. Older case notes will be in the back and the most recent case notes will be in the front. Other forms of documentation will not be accepted when reviewing files for billing verification.

Minimum standards for case notes:

- Customer name
- Date of service
- Start time
- Duration of services (in minutes)
- Description of services provided
- Service setting
- Authentication, including: printed name, credential, signature, and title of person providing service

5.2. The Contractor shall email to the County Contact person, the number County approved children that the Contractor provided services to in a natural environment. The Contractor shall include all children that have a County approval for each month, even if the services were not billed to the County. The Contractor shall submit these quarterly numbers on the last business day of the month in the following months:

- September 2011
- December 2011
- March 2012
- June 2012
- September 2012
- December 2012
- March 2013
- June 2013

6. PAYMENT

6.1. Services will be paid on a fee-for-service basis. The County will pay only for Early Intervention activities in natural environments. This funding is intended to augment other funding sources available to the Contractor in providing services to eligible customers.

6.2. Rates:
Early Intervention Specialists – The hourly rate is $75 per service hour
Licensed Therapists – The hourly rate is $105 per service hour

6.3. Services shall be provided in accordance with County Policy DCS 31 – Service Definitions and Coding, and the County authorization of services. The Contractor shall not exceed, without prior written County authorization:

6.3.1. One hundred and twenty minutes (120) per month of Special Instruction, Family Training, Counseling, and Home Visits (Early Intervention Specialists).

6.3.2. Sixty (60) minutes per month of total therapy includes: Physical Therapy, Occupational Therapy, and Speech Therapy (Licensed Therapists).

6.3.3. Services to a maximum of 26 children per month.

6.3.4. Service levels may be changed upon written county approval.

6.4. Training and Travel: The Contractor shall participate in trainings to increase knowledge and skills to provide quality services. Travel expenses related to training shall be reimbursed in accordance with the Contractor Travel Reimbursement Policy (Exhibit A). The Contractor shall not bill for trainings that are reimbursable by other funding sources. The County will reimburse the Contractor for trainings only with prior written approval.

6.5. Required Equipment Costs. The County may request that the Contractor purchase equipment or other special program specific items for the effective provision of services to individuals with developmental disabilities. The County will reimburse the Contractor for these required items subject to prior written approval by the County. The approval shall be based upon written documentation submitted by the Contractor to include vendor name, cost, product model and description of the requested items.

6.6. The Contractor shall bill for services in accordance with the Payment and Billing Provisions and Reporting Requirements Section in the Special Terms and Conditions of this Contract and criteria referenced in this Statement of Work.

ATTACHMENT A

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)

between

Clark County

Department of Community Services

and

Educational Service District 112

This QSO/BA Service Agreement is between Clark County, by and through its Department of Community Services, herein after referred to as the "County" and Educational Service District 112, herein after referred to as the "Contractor", and together referred to as the "Parties".

PURPOSE

This Agreement is for the purpose of specifying the requirements that the parties are subject under HIPAA (Health Insurance Portability and Accountability Act), either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) and 42 C.F.R. Part 2.

DEFINITIONS.

1. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2. Breach. "Breach" means the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) which compromises the security or privacy of the PHI such that it poses a significant risk of financial, reputational, or other harm to the individual.

3. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

4. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

5. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

6. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

7. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

8. Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

THE CONTRACTOR AND THE COUNTY AGREE:

The Parties agree as follows:

1. The Contractor agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from or provided to the County identifying, or otherwise relating to the consumers/patients receiving services from the County, it is fully bound by the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA), and 42 C.F.R. Part 2;

2. To only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e) and 42 C.F.R. Part 2, and as required by law.

3. To resist, in judicial proceedings if necessary, any efforts of others to obtain access to PHI pertaining to consumers/patients except as permitted by 42 C.F.R. Part 2;

4. The Parties shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the other party;

5. To report to the County any intentional or inadvertent use or disclosure of unsecured PHI which it becomes aware of, by immediately contacting the County Compliance Officer as soon as possible but no later than ten (10) business days, with full report within thirty (30) days, and

   5.1. Written notification to each affected individual and annually to the Department of Health and Human Services (HHS). Notification to the affected individual must be as soon as possible and in no case later than thirty (30) days following the discovery of a breach and must include, to the extent possible, a description of the breach, a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what the Contractor is doing to investigate the breach, mitigate the harm, and prevent further breaches, as well as contact

information for the Contractor;

5.2. For breaches of unsecured PHI involving 500 or more individuals, within sixty (60) days:

- Notify each individual as in 4.1. (30 days)
- Notify the local media through a press release,
- Notify Department of Health and Human Services (HHS) of breaches of unsecured PHI involving 500 or more individuals, notify HHS by visiting the HHS web site and filling out and electronically submitting a breach report form (45 CFR 164.408).

5.3. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, the Contractor shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

6. To ensure that any agent, including a subcontractor, to whom the Contractor provides PHI received from the County, or created or received by the Contractor on behalf of the County, agrees to all the terms of this Agreement;

7. To provide access to the PHI at the request of the County, or to an individual as directed by the County, in order to meet the requirements of 45 C.F.R. § 164.524, which provides patients with the right to access and copy their own PHI;

8. To make any amendments to the PHI as directed or agreed to by the County pursuant to 45 C.F.R. § 164.526 within thirty days;

9. Within five (5) business days of request, to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI for purposes of determining the Contractor' compliance with HIPAA and permit access to facilities for monitoring;

10. To document all disclosures of PHI, and information related to such disclosures, as would be required in order for County to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, including providing electronic copies of PHI to an individual, if requested and available in that format;

11. To provide the County, or the requesting individual, information in accordance with paragraph (9) of this Agreement to permit the County to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

12. To make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, the Contractor shall comply and cooperate with any request for documents or other information from the Secretary directed to County that seeks documents or other information held by the Contractor.

13. That the County may immediately terminate this Agreement if it determines that the Contractor violated any material term. Termination of this Agreement may be grounds for termination of contracts for service provision;
14. That upon termination of this Agreement for any reason, the Contractor will not retain any copies of the County-provided or generated PHI, and will return or destroy all PHI;

15. That in the event the Contractor determines that returning or destroying the PHI is infeasible, it will notify the County of the conditions that make return or destruction infeasible and will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, as long as it maintains the information. Notification will be by registered mail and shall occur within ten days of notification of termination by the County.

16. That they will abide by 42 C.F.R. § 2.11, which requires qualified service organizations to abide by the federal drug and alcohol regulations that prohibit such organizations from re-disclosing any patient identifying information even to an agent or subcontractor.

APPLICABILITY OF LAW

This Agreement is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all modifications shall also be governed by the laws of the State of Washington, both as to interpretation and performance, and venue shall be Clark County.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

INDEMNIFICATION

To the fullest extent permitted by law and without limitation of the provisions of any insurance requirements, the Contractor shall indemnify, defend (with counsel designation and approved by the Clark County Prosecuting Attorney) and hold harmless Clark County, its employees, elected officials, agents, and representatives, from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature, type, or cause, arising out of or resulting from or in connection with (1) the performance of the Contract; (2) any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors, while performing or purporting to perform the services described in this Contract.

The Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of Clark County. The provisions of this Section survive the completion of the Work or termination of the Contract.

MODIFICATION

This Agreement may only be modified through a written modification signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to modify this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Confidentiality Laws.

PERIOD OF AGREEMENT

The effective date of this Agreement will be upon the final signature of the parties to this Agreement and it shall remain in effect until it is terminated in accordance with the terms of this Agreement or superseded by an updated agreement.

RELATIONSHIP OF PARTIES

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

TERMINATION

All disputes occurring between the parties of this Agreement shall be resolved in negotiation between the parties of this Agreement to the extent possible.

This Agreement may be terminated, for any reason, with or without cause, by either party upon ninety (90) days prior written notice to the other party. Such notice and other correspondence related to this Agreement shall be sent to the contacts and addresses listed below:

For: Clark County

Compliance Officer
Department of Community Services
PO Box 5000
Vancouver, WA 98666

For: ESD 112

Susan Helms-Peyer
2500 NE 65th Ave.
Vancouver, WA 98661

FORM OF NOTIFICATION TO CLARK COUNTY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section 5 of the QSOA/BA Agreement between:

- Clark County, the Department of Community Services, and
- Educational Service District 112

The Educational Service District 112 hereby notifies the County that there has been a breach of unsecured (unencrypted) protected health information (PHI) that the Contractor has used or has had access to under the terms of the QSOA/BA Agreement.

Description of the breach: _____

_____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____ (attach list of all affected individuals)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what the Contractor is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Contact information to ask questions or learn additional information:

Contractor HIPAA Privacy Officer: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

EXHIBIT A

CONTRACTOR TRAVEL REIMBURSEMENT POLICY

I. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County. [1]

A. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing IRS rate per mile from the employee's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

B. Actual costs of hotel or motel accommodations at single occupancy rates up to the per diem maximum lodging rate for the applicable locality established by the U.S. General Services Administration [2]. The maximum lodging rate is exclusive of lodging taxes.

C. Meals and incidental expenses (M&IE) at the per diem rates for each locality as established by the U.S. General Services Administration [2].

D. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the contractor while on official business. Examples of these costs are business related phone calls, registration fees and fax transmissions.

II. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

III. Travel and expense reimbursements must be submitted in accordance with Section I with supporting documentation for days of travel and include receipts for expenses that are reimbursed at actual cost. The Contractor will be required to state, on the invoice, departure time for the first day of the trip and the return time on last day of the trip (or both for a one day trip) [3].

IV. Definitions for M&IE

A. Meals. Expenses for breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons).

B. Incidental expenses. Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries; and, transportation between places of lodging or business and

places where meals are taken, if suitable meals cannot be obtained at the lodging or business site.

(1) Federal Travel Regulations are available at the GSA website, www.gsa.gov/federaltravelregulation. Domestic per diem locality rates may be accessed from the section on Travel and Per Diem at http://www.gsa.gov/perdiem.

(2) The per diem locality rate for Vancouver, WA, is up to $113 plus taxes for lodging and $56 for M&IE (meals and incidental expenses).

(3) M&IE per diem calculation based on County Policy. To calculate the M&IE per diem on travel days, use the chart below. On the first day of travel, the Departure Before" time refers to the time the Contractor departs home or office to travel to Vancouver or final destination for trip. The "Return After" time refers to the time the Contractor arrives back at the place of departure.

Departure Before	Return After	Percent of Per Diem
7 am	10 am	25%
11 am	2 pm	30%
5 pm	7 pm	45%