

CONTRACT # 2014-DD-24 .1

**MODIFICATION OF CONTRACT
BETWEEN CLARK COUNTY
AND**

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

THE CONTRACT between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and Educational Service District 112, hereinafter referred to as the Contractor, is hereby modified as follows:

WITNESSETH:

WHEREAS, the parties entered into a Contract for the period of July 1, 2011 through July 31, 2013 for Early Intervention Services in Natural Environments; and

WHEREAS, the County has budgeted for these programs through Fund 1953; and

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS

- A. The section specified as SPECIAL TERMS AND CONDITIONS DEVELOPMENTAL DISABILITIES PROGRAM JULY 2013 is replaced by the following new section of the same name:

**SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM
JULY 2013**

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 home and community based waiver services to DDA 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. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

5.1 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:

<http://tinyurl.com/obb7mh4>

5.2. 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.

6. 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:

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

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

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

6.4. DSHS DDA Policies, as applicable; available at:

<http://www.dshs.wa.gov/ddd/policy.shtml>;

5.02 – Necessary Supplemental Accommodation (NSA)

5.05 – Limited English Proficiency (LEP)

5.06 – Client Rights

5.13 – Protection from Abuse: Mandatory Reporting

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

9.03 - Employee Protections from Bloodborne Pathogens (05/01/2009)

9.07 – Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS)

12.01 – Incident Management

- 6.5. Clark County Developmental Disabilities Program Policies and Procedures, as applicable;
- 6.6. 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/>;
- 6.7. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act;
- 6.8. The Budgeting and Accounting Reporting System (BARS), available at: <http://www1.dshs.wa.gov/ddd/counties.shtml>;
- 6.9. The DSHS / Disability Rights of Washington Access Agreement, available at: <http://www1.dshs.wa.gov/pdf/adsa/ddd/WPAS.pdf>;
- 6.10. The Clark County Basic Interagency Agreement;
- 6.11. DDA Criteria For An Evaluation, System Criteria For All Services; and
- 6.12. WAC 388-850-025, WAC 388-845-0001.

7. 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.

8. 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.

9. ELIGIBILITY FOR SERVICES

Only customers determined eligible by DDA 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.

10. 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.

11. 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.

12. FISCAL REQUIREMENTS

Fiscal Audit

12.1. 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.

12.2. 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:

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

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

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

requirement.

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

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

12.4.1. 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.

12.4.2. 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.

12.5. 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.

13. INSURANCE

13.1. 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.

- 13.2. 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".
- 13.3. 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).
- 13.4. 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.
- 13.5. 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).

13.6. 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.

14. 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 DDA Policy 5.05 and customers receive accommodations in compliance with LEP policies.

15. OPERATIONAL REQUIREMENTS

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

15.1. Ensure that all staff receives required training as determined by DDA Policy 6.13 Provider Qualifications for Employment and Day Program Services and the Clark County DD Program that meets County and State approved standards and the needs of customers in service. 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 and shall include:

15.1.1 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. DDA Policy 5.06, Client Rights;
- iv. DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers - The Contractor shall complete the DDA Employment and Day Program Services Providers: Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial

- Exploitation of a Child or Vulnerable Adult Form and keep in personnel files;
- v. DDA Policy 9.07, HIV and AIDS;
- vi. First Aid and CPR (current); and
- vii. Bloodborne Pathogens

15.1.2 Within three (3) months of employment, employees must receive training in the following:

- i. DDA Policy 5.19, Positive Behavior Support Policy for Children and Youth;
- ii. DDA Policy 5.20, Restrictive Procedures and Physical Interventions with Children and Youth;
- iii. DSHS/Disability Rights of Washington (DRW) Access Agreement; and
- iv. "County Guidelines" published by the Washington State Department of Social and Health Services Developmental Disabilities Administration dated July 1992 and found at: http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf

15.2. 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.

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

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

15.3.1. Adhere to DDA 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 DDA 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.

15.3.2. Complete notification and a written incident report within the timeframes indicated below to DDA case management, other agencies as appropriate, and the County. The report shall document all incidents, and any pertinent medical information or health changes including but not limited to behavioral issues, injury, criminal convictions or charges, use of restrictive

physical interventions, and health or safety issues regarding the customer. The report shall be filed on a County Incident Reporting form.

15.3.2.1 All of the following shall be reported to Clark County and Case Manager within one hour:

- A. Known media interest or litigation.
- B. Death of a customer.
- C. Natural disaster or other conditions threatening the operations of the program.
- D. Alleged sexual abuse of a client by contractor, employee, volunteer, licensee, or sub contractor.
- E. Clients missing from supervision in cases where a missing person report is being filed with law enforcement.
- F. Injuries resulting from abuse/neglect or unknown origin requiring hospital admission.
- G. Client arrested with charges or pending charges for a violent crime.

15.3.2.2 All of the following shall be reported to Clark County and Case Manager within one working day:

- A. Alleged or suspected abuse, abandonment, neglect, exploitation or financial exploitation of a client by contractor, employee, volunteer, licensee or sub contractor.
- B. Client Injury of unknown origin (see definitions in DDA policy 12.01).
- C. Criminal activity perpetrated by a contractor employee.
- D. Criminal activity by customer resulting in a case number being assigned by law enforcement.
- E. Sexual abuse of a customer not reported in section 16.3.2.1 above.
- F. Injuries resulting from customer to customer abuse requiring medical treatment beyond First Aid.
- G. Injuries of known cause (other than abuse) resulting in hospital

admission.

H. Missing person (see definitions in DDA policy 12.01).

I. Death of a client (not suspicious or unusual).

J. Alleged or suspected abuse, abandonment, neglect, exploitation, or financial exploitation by other non-client/non-staff screened in by APS or CPS for investigation.

K. Criminal activity against customer by others resulting in a case number being assigned by law enforcement.

L. Restrictive procedures implemented under emergency guidelines (see definitions in DDA policy 12.01).

M. Emergency medical hospitalizations.

- 15.3.3. Ensure that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each customer.
- 15.3.4. 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.
- 15.3.5. 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.
- 15.3.6. The Contractor shall ensure all services are provided in accordance with the DDA 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.

- 15.3.7. 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.
- 15.4. Maintain and adhere to a County-approved written grievance procedure for customers in accordance with the DDA Criteria For An Evaluation System, Criteria For All Services and DDA Necessary Supplemental Accommodation (NSA) Policy 5.02 and that:
- 15.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate;
 - 15.4.2. Provides for negotiation of conflicts;
 - 15.4.3. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved and may include the DDA Case Manager as an alternative option;
 - 15.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts;
 - 15.4.5. Prohibits retaliation for using the grievance process;
 - 15.4.6 Includes a process for tracking and reporting grievances;
 - 15.4.7. Acknowledges that all customers have freedom of choice of providers and shall cooperate with the County and DDA to ensure this right. This includes directing customers to their DDA Case Managers if they indicate an interest in changing services or providers; and
 - 15.4.8. Has timelines for filing and responses;
 - 15.4.9. Has formal and informal process for resolution, including arbitration, if necessary;
 - 15.4.10. Notifies the County and DDA Case Manager when a grievance requires formal arbitration;
 - 15.4.11. Notifies the customer that they may contact the County and DDA Case Manager if unsatisfied with Contractor response and;

- 15.4.12. Documents the customer's receipt of written procedure in the customer's file.
- 15.5. 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.
- 15.6. The Contractor, the Contractors 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.
- 15.7. Use Release of Information (ROI) forms that, at a minimum:
 - 15.7.1. Include the name, address, phone number and contact person of the entity requesting the information.
 - 15.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified.
 - 15.7.3. State specific information being requested and the purpose for the request.
 - 15.7.4. Prohibit the re-release of information.
 - 15.7.5. 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.
 - 15.7.6. Include the customer's or legal guardian's signature and date of signature.
- 15.8. 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.
 - 16.8.1 The Contractor shall send a copy of their written performance plan to their County contact person by August 30, 2013.
- 15.9. Each individual 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 and shall correlate with each individual's service 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, and title of person providing service

16. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

16.1. 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. 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:

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

16.1.1.1. 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.

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

- 16.1.1.3. The Contractor shall report all funds received or due on the CMIS report for adults who have multiple funding sources for County services.
- 16.1.1.4. 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.
- 16.2. The Contractor shall send a letter to the County with the first billing designating the parties authorized to sign Contracts and invoices.
- 16.3. The Contractor shall bill only for services to customers who:
 - 16.3.1. Are authorized for service through a County Approval; and
 - 16.3.2. Are accepted for service by the Contractor.
- 16.4. For cost reimbursement activities, the Contractor shall provide the following:
 - 16.4.1. A summary of expenses incurred in support of all cost reimbursement activities, by Statement of Work number, and accompanied by general ledger detail.
 - 16.4.1.1. 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.
 - 16.4.1.2. 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.

- 16.4.1.3. For training related travel expenses, the Contractor shall bill in accordance with the Contractor Travel Reimbursement Policy (Exhibit A).
- 16.5. 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.
- 16.6. 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.
- 16.7. Reporting erroneous service information regarding a County funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible Contract termination.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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.
17. PERIOD OF PERFORMANCE AND CONTRACT PERIOD
- 17.1. Subject to its other provisions, the Period of Performance of this Contract is [July 1, 2013 through June 30, 2014](#).
- 17.2. 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.
- 17.3. The Contractor shall have until the final day of the Contract Period to submit reports and complete non-billable end of contract activities.

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

18. PROCUREMENT

18.1. The procurement method for this Contract was an RFQ.

18.2. 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.

19. RECORDS RETENTION

The Contractor shall:

19.1. 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.

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

19.3. 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.

19.4. 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.

20. 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.

21. 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.

- B.** In Statement of Work section 5, subsection 5.2 the listing of service months is changed from September 2013, December 2013, March 2014, June 2014, September 2014, December 2014, March 2015, and June 2015 to September 2013, December 2013, March 2014, and June 2014.

All changes are noted in Bold.

These modifications do not alter nor nullify any of the remaining provisions of the original Statement of Work.

II. REASONS FOR MODIFICATIONS

All parties to the original agreement understand and agree that the Special Terms and Conditions section inserted into the original contract for Early Intervention Services in Natural Environments were incorrect to these services and were meant for Developmentally Disabled contracts for adults, not for babies. It is by mutual understanding that the section for Special Terms and Conditions is changed to consist of the applicable rules and regulations. The service months in the Statement of Work are revised to reflect a one year contract as opposed to the two year contracts previously used.

III. ENTIRE CONTRACT

This modification incorporates the original Contract and statements of work by reference. The parties agree that the original Contract, previous modification and this modification are the complete expressions 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 the provisions of this Contract.

It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modification does not constitute a waiver of the provisions of this modification.

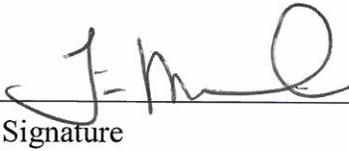
IN WITNESS WHEREOF, the parties hereto have caused this modification of the Contract to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR THE CONTRACTOR:



County Administrator



Signature

9/26/13

Date

CHIEF FINANCIAL OFFICER

Title

APPROVAL AS TO FORM ONLY:

9/18/13

Date



Deputy Prosecuting Attorney

