

CONTRACT #2012-DD-24.4

**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 in the amount of **\$206,575** for Early Intervention Services; 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 "County Contact" is changed from Patricia McConaughy to **Kristin Wade**, (360) 397-2075 x 7830, kristin.wade@clark.wa.gov.
- B. Under the Special Terms and Conditions item number 7. Documents Incorporated by Reference item number 7.4.12.01 is changed from Incident Management to read **Incident Reporting**.
- C. Under the Special Terms and Conditions item number 7. Documents Incorporated by Reference item number 7.11. an internet link is added with the following language: **available at:**
<http://www.dshs.wa.gov/ddd/counties.shtml>;
- D. Under the Special Terms and Conditions item number 7. Documents Incorporated by Reference item number 7.12 an internet link is added with the following language: **available at:**
<http://www.dshs.wa.gov/ddd/counties.shtml>;
- E. Under the Special Terms and Conditions item number 16. Operational Requirements is changed to read:

16. OPERATIONAL REQUIREMENTS

The Contractor shall develop and implement a training plan for their employees or those of any subcontractors that meets all the requirements of this section of the contract. This training plan shall be submitted to County Program Staff for approval on or before August 31, 2012.

- F. Under the Special Terms and Conditions item number 16: Operational Requirements item number 16.1 is changed to read:

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. **Staff must also receive training on the "County Guidelines" published by the Washington State Department of Social and Health Services Division of Developmental Disabilities dated July 1992 and found at: http://www.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.** 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.

- G. Under the Special Terms and Conditions item number 16: Operational Requirements item number 16.3.1 is changed to read:

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.

- H. Under the Special Terms and Conditions item number 16: Operational Requirements item number 16.3.1.1 is added:

16.3.1.1 Complete notification and a written incident report within the timeframes indicated below to DDD 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.

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.

I. Under the Special Terms and Conditions item number 16. Operational Requirements item number 16.3.1.2 is added:

16.3.1.2 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 DDD 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 16.3.1.1 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 DDD 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 DDD policy 12:01).

M. Emergency medical hospitalizations.

J. Under Statement of Work 4 Early Interventions in Natural Environments Section 4.1 is changed to read: **Evaluation (eligibility), assessment (child and family need) and the individualized Family Service Plan (IFSP) were conducted within 45 days of receipt and referral. (Referral is defined as the date the family resources coordinator or lead agency received referral).**

K. Under Statement of Work 4 Early Interventions in Natural Environments Section 4.8 is changed to read: **Participate in the development of a Child Outcome Summary (COS), for each child, at the beginning and end of the child's services.**

L. In the Budget Summary under Early Intervention Services in Natural Environments for Budget 7/1/12 - 6/30/13 **increase funding by \$7,000 from \$83,000 to \$90,000.**

M. The Total Budget Authority for the contract is **increased by \$7,000 from \$199,575 to \$206,575.**

All changes are noted in bold.

II. REASONS FOR MODIFICATIONS

To incorporate grant requirements from the modified Division of Developmental Disabilities Program Agreement for the new Fiscal Year Budget and to incorporate additional efficiencies.

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:



Bill Barron, County Administrator

7/25/12

Date

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

FOR THE CONTRACTOR:



Signature

ESD 112 Superintendent

Title

7/18/13

Date

**CONTRACT #2012-DD-24.4
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	772 /019478	\$111,215	\$90,000
			568.111	772 / 019465		
			568.31			
			568.40			
Community Information	Cost Reimbursement				\$3,610	--
Training & Travel	Cost Reimbursement				\$1,250	\$500
BUDGET PERIOD TOTALS					\$116,075	\$90,500
TOTAL					\$206,575	

Changes in the above Budget Summary and the charts detailing any of the separate Statement(s) of Work, are by reference herein incorporated into any and all budget charts included in the original contract and its separate Statement(s) of Work.