

**Whatcom County
Developmental Disabilities
Child Development Services**

Program Implementation Guide



2011-13

Amended 7.25.2011

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2011-13 Child Development Services Program Implementation Guide

1.0 Purpose

The Whatcom County Health Department, Developmental Disabilities Program currently contracts with providers within the State of Washington to provide Child Development Services through funding from the Washington State Department of Social and Health Services, Division of Developmental Disabilities (DSHS/DDD).

The purpose of this Program Implementation Guide is to provide an overview of County service requirements, policies, and procedures related to the implementation of County-funded Child Development Services.

The requirements outlined in this guide, as well as those contained in the attached contract, will provide the basis for contract compliance reviews. All references to DSHS/DDD policy may be found online at <http://www1.dshs.wa.gov/ddd/policy.shtml#Ch4>.

1.1 Modification

This guide provides a summary of State policy and County procedures and references applicable state and federal laws. The Implementation Guide may be amended or updated with prior notification by the County and agreement from County-contracted providers. A contract amendment is not required.

2.0 Definitions of Terms

CDS: Child Development Services

CMIS: Case Management Information System

Client: An infant or child with a developmental disability, authorized for service by the Washington State Department of Social and Health Services, Division of Developmental Disabilities

Confidential Information : Information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential information includes, but is not limited to personal information.

Contractor: A vendor (i.e. a for-profit or non-profit agency) that delivers specified services under contract with the Whatcom County Health Department, Developmental Disabilities Program

CSA: County Service Authorization

- DDD: Department of Social and Health Services, Division of Developmental Disabilities
- DSHS: Washington State Department of Social and Health Services
- EIS: Early Intervention Services
- Encrypt: To encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- FRC: Family Resources Coordinator
- IFSP: Individual Family Service Plan
- ESIT: Early Services for Infants and Toddlers
- Personal Information: Information identifiable to the person, including but not limited to information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services , address, telephone number, social security number, driver’s license number, financial identifiers or other identifying numbers.
- RCW: Revised Code of Washington
- Secure Area : An area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- Trusted Systems: Includes only the following methods of physical delivery (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- WAC: Washington Administrative Code

3.0 Applicable Policies, Laws, and Regulations

The Contractor will Child Development Services (CDS) to infants and toddlers determined eligible by DSHS/DDD in accordance with the following policies, laws, and regulations and will comply with all applicable federal state and local laws, rules, and regulations in implementing this contract.

A. Federal Law

Americans with Disabilities Act (ADA) (<http://www.usdoj.gov/crt/ada/adahom1.htm>)
Individuals with Disabilities Education Act (IDEA), Part C (<http://idea.ed.gov/>)
Federal Rehabilitation Act, Section 504

B. Revised Code of Washington (RCW)

26.44 Abuse of Children
43.43.830 Background Checks
49.17 Washington Industrial Safety & Health Act
70.195 Early Intervention Services – Birth to three
42.56 Public Records Act
71A.14.070 Confidentiality of Information, Oath
71A.12 Developmental Disabilities

C. Washington Administrative Code (WAC)

296-24 General Safety & Health
296-62 General Occupational Health Standards
388-823 Division of Developmental Disabilities Service Rules
388-825 Division of Developmental Disabilities Services

D. DDD Policies (<http://www.dshs.wa.gov/ddd/policy.shtml>)

5.01 Background Authorizations
5.06 Client Rights
5.19 Positive Behavior Support for Children & Youth
6.08 Mandatory Reporting
6.13 Day Program Provider Qualifications
9.07 HIV/AIDS

E. ESIT Federal Application for Early Intervention Services

<http://www.del.wa.gov/publications/esit/Default.aspx#contractors>

F. County Guidelines

Please see http://www.1.dshs.wa.gov/pdf/adsa/ddd/c_guidelines.pdf.

G. County Criteria for Evaluation

Please see <http://www.dshs.wa.gov/pdf/adsa/ddd/CriteriaEvaluationSystem.pdf>

4.0 ORDER OF PRECEDENCE

In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order to:

- Applicable federal, state, and local law, regulations, rules, and ordinances
- This Agreement
- Any document incorporated in the Agreement by reference

5.0 Policies and Procedures: Health, Safety, and Individual Rights

5.1 Background Checks

The contractor is required to conduct criminal background checks on persons who may have unsupervised access to individuals with developmental disabilities.

The Contractor will ensure that:

- The criminal background clearance is completed in line with timelines and requirements outlined in DSHS/DDD policy 5.01 *Background Authorizations*
- The criminal background clearance is completed every three years for all employees, subcontractors, interns, and/or volunteers who may have unsupervised access to vulnerable clients
- Individuals who have resided less than three (3) consecutive years in Washington state must be fingerprinted so that an FBI criminal history may be completed.
- Initial Background checks are completed before hiring.
- Applicant's information provided is verified through photo identification such as driver's license, passport, tribal id. Etc.

The criminal background check should be free of disqualifying convictions. The Contractor will make available upon request by the County proof of satisfactory background check clearance, free of disqualifying convictions from the DSHS Background Check Unit (BCCU), for each employee, subcontractor, intern, and/or volunteer involved with the provision of services specified in this Agreement.

If an employee, subcontractor, volunteer, or intern is retained after the Contractor receives notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 26.44 RCW and 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified employee, volunteer, or intern.

DSHS/DDD background check forms and information may be found at:

<http://www.dshs.wa.gov/BCCU/bccuforms.shtml>

Current definitions and listing of disqualifying convictions are available online at:

<http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>

Background checks through the Department of Early Learning (DEL) will also be accepted.

5.2 Mandatory Reporting of Abuse , Neglect and other incidents

The staff of the Contractor providing services to children and individuals with developmental disabilities are deemed mandatory reporters and are responsible for reporting incidents of suspected abandonment, abuse, exploitation, financial exploitation, mistreatment and neglect of clients of the Division of Developmental Disabilities as well as other types of incidents.

Reporting of incidents involving DDD clients, shall be in line with the requirements and definitions listed within DDD Policy 6.08 .

- Reporting to the County and DDD must comply with the requirements, definitions and timelines outlined in the policy.
- Contractor must have policies and procedures in place consistent with Policy 6.08
- The contractor must use an approved incident reporting form, when providing written incident report to the County and DDD.
- Attachment C within Policy 6.08 provides a summary of the reporting timelines
- Attachment D within Policy 6.08 provides a copy of the form required for signature by all contractor's staff upon initial hire and then annually thereafter.(effective 7.1.11)
This assurance form verifies that contractor's staff have read and will abide by Policy 6.08.
- DSHS form 10-331 DDD Mortality Review referenced in the policy can be found at the following link: http://www.dshs.wa.gov/pdf/ms/forms/10_331.pdf
- The afterhours DDD emergency contact # for Region II, including Whatcom County will be provided to a designated contact at each agency. This number is to be used ONLY AS DESCRIBED WITHIN THE POLICY RELATED TO INCIDENTS REQUIRING NOTIFICATION WITHIN 1 HOUR .

5.3 Access to Disability Rights Washington (DRW)

Disability Rights Washington (DRW) has the authority and responsibility to investigate all reports of alleged abuse, neglect, and violation of civil rights of individuals with developmental disabilities pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 1975 (42 USC, sec. 6000, *et seq.*). If DRW is investigating an allegation of abuse, neglect, or rights violation, the Contractor will cooperate fully, allowing access by DRW to clients and to client records as outlined in the DSHS/DRW Access Agreement. <http://www.dshs.wa.gov/pdf/adsa/ddd/WPAS.pdf>

5.4 Client Rights

The Contractor will provide each parent/guardian with an infant or child who is receiving services with information explaining their rights as a consumer of contracted services. Communication of client rights, grievance procedures, and services expectations, should be in line with ESIT policy and procedure and DDD policy 5.06, *Client Rights*.

Client Rights and Grievance procedures should be provided to the client upon entry into the program, and as required by ESIT procedural safeguard requirements thereafter. The Contractor will confirm that the information was provided through documentation of a parent or guardian's signature and date or as otherwise required by ESIT

5.5 Health and Safety Regulations

All services for persons with developmental disabilities must be provided with attention to their health and safety. The Contractor will comply with all state regulations and all local ordinances related to fire, health, and safety standards whenever services are delivered. This applies to the environment itself (e.g., a facility-based employment site or pre-school), a part of the environment (e.g., machinery present), or program components (e.g., community travel or mobility training).

Contractors will comply with all applicable federal, state, and local fire, health, and safety regulations, which include, but are not limited to:

- a. Federal: Occupational Safety and Health Act of 1970, P.L. 91-596, 84 USC 1590 (http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=2743&p_table=OSHACT)
- b. State: Washington Industrial Safety and Health Act, RCW 49.17, WAC 296-24 and 296-62; State Building Code Act/Uniform Fire Code, RCW 19.27

5.6 Staff Intervention

The Contractor will provide for staff intervention in the most dignified, age-appropriate manner necessary in all situations, including instances when a client's behavior jeopardizes the safety of him/herself or others, or the behavior significantly disrupts program operations. All training interventions developed to assist the child and family enrolled in program services shall meet requirements under DSHS/DDD Policy 5.19, Positive Behavior Support for Children & Youth

5.7 Updated Medical Information

The Contractor will maintain a file for each client containing current medical information (e.g., medications, dietary restrictions, allergies, etc.) needed for the safe provision of County-funded services by the Contractor. Medical information will be updated as needed and at minimum annually.

5.8 Confidentiality

- A. The contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information for any purpose that is not directly connected with the performance of County funded services, except:
 1. As provided by law

2. In the case of personal information, as provided by law or with written consent of the person or personal representative of the person who is the subject of personal information.
- B. The Contractor's employees with access to confidential information are required to sign an oath of confidentiality, pursuant to RCW 71A.14.070. In order to share confidential information with other agencies, individuals, or entities, the Contractor will require Release of Information Forms (ROIF) signed by the client or guardian and indicating the type of information released, the agency to whom the information will be released, and for how long or for what purpose(s) the ROIF is valid.
 - C. The contractor shall protect and maintain all confidential information gained by reason of contracted County services against unauthorized use, access, disclosure, modification or loss. This duty requires the contractor to employ reasonable security measures, which includes restricting access to the Confidential information by:
 1. Allowing access only to staff that have an authorized business requirement to view the confidential information.
 2. Physically securing any computers, documents, or other media containing the confidential information.
 - D. Ensure the security of Confidential information transmitted via fax (Facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential information to an unauthorized provider.
 - E. When transporting six (six) to one hundred and forty nine (149) records containing Confidential Information, outside of a Secure Area, do one or more of the following as appropriate:
 1. Use a Trusted System
 2. Encrypt the Confidential Information, including
 - Email and/or email attachments
 - Confidential information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - F. In the event that the contractor ends its contractual relationship with the County, all client files and related confidential materials shall be returned to the County. Alternately, with approval from the County, the Contractor may certify in writing the destruction of confidential materials. Certification must include the method used, entity contracted to carry out file destruction.
 - G. Paper documents with Confidential information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information may be protected, and the information destroyed through the recycling process. Paper documents containing Confidential information requiring special handling

(e.g. protected health information) must be destroyed through shredding, pulping or incineration on site, rather than through a contracted provider.

- H. The compromise or potential compromise of Confidential information must be reported to the County DD Coordinator and DDD Regional Administrator within one (1) business days of discovery. The contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

5.9 Non-Discrimination

The Contractor will not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap. The Contractor will have written policies prohibiting discrimination, in compliance with state law and Section 504 of the Federal Rehabilitation Act and the Americans with Disabilities Act.

5.10 Culturally-Appropriate Services

The Contractor will respect and support the linguistic and cultural ties of the client and his/her family in the delivery of services.

6.0 Services According to Individual Need

6.1 Eligibility

Client eligibility and service referral is the responsibility of DSHS/DDD, pursuant to WAC 388-823. Children are not eligible for services on or after their third birthday.

All children must have evidence of a multi-disciplinary evaluation for eligibility available within the child's file.

6.2 Admission and Termination Criteria

The Contractor retains the right to deny new referrals for service. The Contractor also retains the right to terminate services to individuals for cause.

- a. The Contractor shall have written policies and procedures in place detailing admission and termination criteria that are provided to the client/guardian upon request for or entry into services.
- b. The policies shall describe the reasons that may lead to non-acceptance of a referral or termination of current service to an individual child/family.

6.3 Individual Family Service Plan (IFSP)

The IFSP is the driver for all Child Development Services provided by the Contractor.

The Contractor is responsible, in collaboration with ESIT, for ensuring each child authorized for County services has an IFSP which is developed and implemented in line with ESIT policy and procedures. IFSP policies and procedures may be found within the ESIT federal application for Part C services
<http://www.del.wa.gov/publications/esit/Default.aspx>

The IFSP will be reviewed at least every 6 months, or more often if conditions warrant, or by family request, in collaboration with ESIT and the child's Family Resources Coordinator.

6.4 Implementing Services in Natural Environments

It is the Contractor's responsibility to identify with the family those typical routines and activities in which the child and family participates in which services will occur.

Methods and strategies used to promote family-centered services in natural environments should include, but are not limited to, the following:

- a. Identifying and documenting everyday family and community activity settings.
- b. Identifying and documenting child interests and family assets for learning.
- c. Selecting everyday activities as contexts for interest-based child learning.
- d. Increasing child's learning opportunities in everyday family and community learning environments.
- e. Using responsive teaching strategies which support the parent to identify and engage their child in everyday learning opportunities.
- f. Creating new learning opportunities within family and community activities.

6.5 Services in Other than Natural Environments

Settings that are not "*natural settings*" include clinics, hospitals, therapists' offices, rehabilitation centers, and segregated group settings. This includes any settings designed to serve children based on categories or disabilities.

Justification for services which occur in settings other than natural environments will include the following:

- Sufficient documentation to support the IFSP team's decision that the child's outcome(s) could not be met in natural settings, even with supplementary supports.
- How the services provided in a specialized setting will be generalized into the child's daily activities and routines.

- A plan with timelines and the supports necessary to return to early intervention within daily activities and routines, as soon as possible.

6.6 Service Documentation

- a. The Contractor will ensure that all hours of services provided under this contract will have clear, dated documentation showing services provided relative to the billed unit, available to the County for review upon request. All documentation, including staff case notes, must be legible and must relate to the IFSP. The Contractor will ensure that a supervisor or other responsible agency staff reviews these items. Hours of service should be logged to the nearest quarter hour and should specify the types of activity or service provided.
- b. The Contractor will document each child's progress towards the goals and objectives established in the IFSP. This information will be documented in collaboration with the Child's FRC as established by ESIT.

7.0 ORGANIZATIONAL REQUIREMENTS

7.1 Board of Directors

- a. The Contractor, if it has a board of directors, will include members who are knowledgeable about developmental disabilities, who understand their responsibilities as board members, and who are able to give guidance and direction to the legal, fiscal, and programmatic aspects of program activities.
- b. The Board's membership roster, copies of the by-laws, and minutes of meetings will be available for review.
- c. The Board will approve the agency's annual budget, and there will be Board oversight of fiscal operations.

7.2 Administration

The Contractor will:

- a. Maintain current organizational charts describing administrative lines of authority and containing the position titles of program staff.
- b. Maintain a job description for each position within the organization detailing duties, responsibilities, and necessary qualifications.
- c. Have a written statement describing the mission of the organization.
- d. Provide a Contractor representative to participate in meetings scheduled by the County concerning County, State, and Federal requirements.

- e. Have on file all appropriate certificates and licenses in order for the contracting agency to operate as required by Federal, State, or local law, rule, or regulation.

7.3 Performance Plan

The Contractor will develop a written performance plan that describes its mission, program objectives, goal outcomes, and strategies relevant to the County Guidelines and the provision of services under contract with the County. The plan shall be evaluated at least biennially and revised based on actual performance. The plan should address strategies identified for meeting the state ESIT performance plan goals .

7.4 Client Involvement

The Contractor will identify meaningful ways to involve family/guardians of children with developmental disabilities in program and policy development and document the impact this has on the program.

7.5 Independent Financial review or Audit requirements

The Contractor shall obtain a periodic independent review or independent audit of its financial records. The review or audit shall be performed biennially based upon the fiscal year of the Contractor.

The purpose of the independent review or audit is to reasonably ensure the financial stability of County contractors and that adequate internal control exists to ensure the efficient, proper processing and use of contract funds.

If the Contractor is subject to OMB Circular A-133, it or its subcontractors shall comply with the single audit requirement of OMB Circular A-133. In the event of audit findings, the Contractor will take appropriate corrective action, per OMB Circular A-133 requirements.

7.6 Continued Qualification

In line with Policy 6.13, *Provider Qualifications for Employment and Day Program Services* The Contractor must maintain their status as a qualified provider through the following means:

- a. Provision of services in line with the County Guidelines
- b. Development and implementation of service plans in line with DDD Policy 6.13 and ESIT requirements.
- c. Maintain a system of internal control based on sound accounting practices to ensure the efficient and proper processing and use of Agreement funds.

- d. Maintain a management system that provides for systematic accumulation, filing and retention of timely records and reports related to clients, staff and agency structure including tax status, capabilities and performance.
- e. Assure that all staff have 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 agency intends to provide. (see section IV of the WA State Application for Early Intervention)
- f. Assure that potential conflicts of interest will not arise. Such a conflict will arise when any contractor staff is a guardian, legal representative or other decision maker for the client. A conflict may also arise when any employee of the agency is the decision maker for, or a close family member of, a client of the agency. In these situations, the provider must document the measures taken specific to the situation to assure that a conflict of interest does not exist.

In the event that the County qualified contractor can no longer meet any one of the above requirements they will notify the County within ten (10) business days.

8.0 Staff Training and Qualifications

8.1 Staff Qualifications

The Contractor must ensure that it's staff meets provider qualifications and employs hiring and training procedures as outlined in DSHS/DDD Policy 6.13, "Day Program Provider Qualifications" as presently adopted or subsequently amended.

8.2 Staff Training and Certification

All staff providing CDS services must meet the personnel standards established for their discipline under ESIT guidelines. Documentation of current certification is required.

Employees providing direct services to children and toddlers must be 18 years or older and will receive basic orientation to and training in client services to ensure that employees meet the qualifications specified in DSHS/DDD Policy 6.13.

Staff orientation and training in line with Policy 6.13 must be documented in the personnel file. A summary of the training requirements and timelines within Policy 6.13 is outlined below. Any future amendments or modifications to the policy take precedent.

- a. **Prior to working with clients unsupervised**, staff must have knowledge of and receive training in the following areas:
 - 1) Client confidentiality;

- 2) Current Individual Family Service plans for each client with whom the employee works;
- 3) DDD Policy 5.06, *Client Rights*;
- 4) DDD Policy 6.08, Mandatory reporting Requirements for Employment and Day Program Service Providers. (DDD Policy 6.08 verification statement must be signed and kept in the employee file.)
- 5) DDD Policy 9.07 HIV and AIDS
- 6) First Aid and CPR (current certification is required)

b. Continuing Education and Staff Evaluation : In addition to the above DDD requirements, it is the County's expectation that each contractor have an established procedure for orienting, training, mentoring and providing on-going evaluation to staff including:

- 1) Values that support family centered practice and learning as outlined in the County Guidelines and within IDEA part C
- 2) Effective communication skills (i.e., the ability to listen carefully and to make one's self understood;
- 3) Planning methods; and
- 4) Continuing education to support staff in the performance of their work to better serve children and families.

8.3 Training Reimbursement

Requests for training reimbursement related to County-recommended training events, or other training designed to improve the quality of services to individuals under the County contract, may be made in writing to the County at least ten (10) business days prior to the training event. Costs for which the Contractor may request a training reimbursement include registration and related travel costs. Requests should clearly outline the training requested, dates, the number of staff attending, the destination, and travel reimbursement requested.

Mileage reimbursement may not exceed the County's established reimbursement rate. Acceptance of training reimbursement requests is at the discretion of the County and is dependent upon funding availability. Reimbursement for training requests will require back-up documentation and receipts.

9.0 DSHS/DDD County Service Authorizations

9.1 Necessary Pre-Authorization

A DSHS/DDD County Service Authorization (CSA) is required for each client for whom the Contractor intends to submit a billing to the County. The County Service Authorization form must be finalized by the DDD Case/Resource Manager, and the County before it is deemed valid.

The County will not reimburse for services provided prior to authorization. In the event that the contractor does not accept a child for services, the contractor must note the reason within the comments section of the CSA and return to the County within 10 business days.

9.2 Termination

The Contractor must notify the County when a child has terminated from service prior to the child's third birthday. The effective date of the termination and the reason for termination will be documented within the comments box on the child's original County Service Authorization and sent to the County.

9.3 Coordination with ESIT

Family Resource Coordinators (FRC) are an integral component of CDS services. The Contractor is required to keep the client's FRC informed of any major changes in the client's program, including funding or support changes.

The Contractor will participate as appropriate in on-going assessments, IFSPs, and staffing related to the provision of services as requested by ESIT.

10.0 OUTCOMES

The County will assess, through the contract monitoring process, the degree to which the Contractor documents the following service outcomes:

1. An increase in the child's developmental performance, as defined by established state and federal functional outcome guidelines and assessment practices (<http://www.fpg.unc.edu/~eco/pages/outcomes.cfm>). These include assessing the child relative to same-aged peers in the following areas:
 - a. Positive social-emotional skills (including social relationships).
 - b. Acquisition and use of knowledge and skills (including early language/communication).
 - c. Use of appropriate behaviors to meet their needs.
2. Increased ability of parents, guardians, and caregivers, including child care providers, to enhance the developmental progress of their children and promote quality parent-child interactions and relationships.
3. The integration of children with developmental disabilities in natural environments and/or typical settings with children without developmental disabilities.

11.0 Monitoring and Evaluation

The County will develop a contract monitoring and evaluation system incorporating the most recent Criteria for Evaluation System provided by DDD, which may be found on the DSHS/DDD website listed below:

<http://www.dshs.wa.gov/pdf/adsa/ddd/CriteriaEvaluationSystem.pdf>

The County shall conduct at least one on-site visit to each contracted program during each state DSHS/DDD biennium and will prepare a contract compliance report.

11.1 Access to Records

The County may request reasonable access to the Contractor's records and place of business for the purpose of monitoring, auditing, and evaluating the Contractor's compliance with the Agreement and applicable laws and regulations. The Contractor will, upon receiving reasonable written notice, provide the County with access to its place of business and to its records that are relevant to its compliance with the Agreement and applicable laws and regulations.

11.2 Corrective Action

The Contractor will be responsible for addressing in writing all County findings and recommendations by the due date specified in the County contract compliance report.

11.3 Extended Records Retention Timeframe

During the term of the Agreement and for six (6) years after termination of the Agreement, the parties shall maintain records sufficient to:

- Document performance under this contract.
- Demonstrate accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures, and payments.

In the event of litigation, unresolved audits, and/or unresolved claims, the Contractor agrees to retain all records, reports, and other documentation until such claims are resolved.

12.0 Non-Compliance

In the event the Contractor fails to comply with any of the terms and conditions of this contract and that failure results in a contract overpayment, the County shall recover the amount due to the County. In the case of overpayments, the Contractor shall cooperate in the recoupment process and return to the County the amount due.

2011-13 CDS Implementation Guide, Attachment A

DDD Policy 6.08 Reporting Timelines

Note: Refer to policy text for complete definitions/information.

Phone call to DDD within one hour or once safety has been ensured. Follow with written report. (A)	Phone call to DDD during business hours once client safety has been ensured. Follow with written report. (B)	Written IR within one business day (C)
<ol style="list-style-type: none"> 1. Death of client when suspicious or unusual 2. Condition threatening the operation of the program 3. Client is missing 4. Injuries of unknown origin requiring hospital admission 5. Any event involving known media interest or litigation 	<ol style="list-style-type: none"> 1. Death of any client not reported under Column 1 2. Alleged or suspected abandonment, abuse, exploitation, financial exploitation, neglect, or self-neglect of a client (other than client to client) 3. Alleged or suspected physical or sexual assault of a client 4. Alleged or suspected criminal activity perpetrated against a client 5. Alleged or suspected criminal activity by a client that results in a case number or detainment 6. Injuries resulting from alleged or suspected client to client altercations that require medical treatment beyond First Aid 7. Mental health crisis resulting in inpatient admission to a state or community psychiatric facility 8. Life-threatening medically emergent condition 	<ol style="list-style-type: none"> 1. All injuries to a client resulting from the use of restrictive procedures 2. Serious injuries of known cause, not otherwise defined, that require medical treatment beyond First Aid 3. Hospital or nursing facility admission not otherwise defined 4. Patterns of client to client abuse as defined in RCW 74.43.035 5. Property destruction over \$100 or that will result in a <i>Residential Allowance Request</i> 6. Restrictive Procedures implemented under emergency guidelines 7. Medication errors(s) that have or may result in injury/harm as assessed by a medical professional 8. Serious treatment violations, not otherwise defined 9. Suicide gestures or attempts

2011-13 CDS IMPLEMENTATION GUIDE, ATTACHMENT B

CHAPTER 6 DDD Policy 6.08

Employment and Day Program Services Providers: Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial Exploitation of a Child or Vulnerable Adult

All Employment and Day Program Services providers, their employees, contractors and volunteers must read, sign, and abide by DDD Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers, which prohibits abandonment, abuse, neglect, and financial exploitation of a child or vulnerable adult, and any related reporting procedures.

Clients must be treated with kindness, respect, care, and consideration at all times. Abandonment, abuse, neglect, exploitation and financial exploitation are not permitted under any circumstances.

I have read DDD Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers, in its entirety and understand:

- The definitions of abandonment, abuse, neglect, exploitation and financial exploitation;
- My legal requirement as a mandatory reporter to report abandonment, abuse, neglect, exploitation and financial exploitation of a client;
- How to report abandonment, abuse, neglect, exploitation and financial exploitation of a client, including incident reporting procedures;
- Failure to report such incidents can result in a disciplinary action, including termination, and is a gross misdemeanor under Washington State Law; and
- My responsibilities to protect clients and other vulnerable adults and children from abandonment, abuse, neglect, exploitation and financial exploitation.

I also acknowledge that I have had an opportunity to ask questions of my supervisor regarding this policy and have had those questions answered.

PRINT EMPLOYEE LEGAL NAME

EMPLOYEE SIGNATURE

DATE

PRINT WITNESS LEGAL NAME

WITNESS SIGNATURE

DATE

c: Personnel File

