### **CONTRACT AMENDMENT A**

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Holly Ridge Center, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract KC-373-24 executed on August 12, 2024, shall be amended as follows:

- 1. **Section 4. Compensation:** shall be amended to read as follows:
  - 4.1 The total amount payable under the contract, by the County to the Contractor in no event will exceed \$892,181. Any cost incurred by the Contractor over and above the year-end sums set out on the budgets shall be at the Contractor's sole risk and expense.
  - The contract increases by \$36,000 from \$856,181 to a new contract total of \$892,181.
- 2. Attachment C: Service Information Form shall be replaced in its entirety as attached.
- 3. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:
  - Kelly Oneal, Developmental Disabilities Coordinator Kitsap County Department of Human Services
  - 614 Division Street, MS-23 Port Orchard, WA 98366.
  - Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
- 4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

DATED this 10 day <u>December</u> , 2024.	DATED this 12 day Decem , 2824.
CONTRACTOR Holly Ridge Center  Dedra Miller, Executive Director	KITSAP COUNTY, WASHINGTON  Victoria Brazitis, County Administrator

This amendment shall be effective upon execution by the parties.

### ATTACHMENT C: SERVICE INFORMATION FORM (10/1/24)

# **Holly Ridge Center**

### INDIVIDUAL SUPPORTED EMPLOYMENT

Individual Supported Employment services are a part of Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

### ESTIMATED NUMBER OF PEOPLE TO BE SERVED:

The number of people served is determined by the issuance of County Service Authorizations. The number of people served will fluctuate as people choose to enter or leave the Contractor's service over the contract period. It is estimated that Holly Ridge Center will serve between sixty (60) and seventy (70) individuals in this category.

### TARGETED OUTCOMES/GOALS:

An Individual Support Plan (including measurable outcomes) will be developed for each person referred to the Contractor with a County Service Authorization. Outcomes should be in accordance with the Criteria for Evaluation (<a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>) and incorporate County Guide to Achieve Developmental Disability Administration's Guiding Values, <a href="http://www.dshs.wa.gov/dda/county-best-practices">Role of Employment</a>, (<a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>). The plan must be tailored to

promote the employment outcomes that meet the desires of the client. The plan will be reviewed at a minimum of every six (6) months and be rewritten as needed in order to meet the client's goals for the individual employment program. Provided services will relate to the client's individually identified goal(s) as outlined in their plan, and the semi-annual reports will demonstrate progress made on identified goals of the previous six (6) months.

Staff will serve clients so that they will be supported to work towards a living wage. A living wage is the amount needed to enable a client to meet or exceed his or her living expenses. Clients should be supported to average 20 hours of community work per week, or 86 hours a month, with the ultimate goal being full-time employment and earning a living wage. However, each person's preferred hours of employment should be taken into consideration. The amount of service provided will be based on the client's demonstrated need, acuity level and work history per WAC 388-828.

For clients interested in pursuing self-employment, state-adopted self-employment guidelines, as applicable (<a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>), will be followed for any client who owns and operates a business. In addition, at a minimum,

any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

Sites utilized for community assessment activities will comply with the <u>US Department</u> of <u>Labor Standards</u> and applicable state standards as well as follow DDA Guidelines for Community Assessments with Employment and Vocational Programs.(<a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>)

Service activities will be in accordance with Employment Activities – Strategies and Progress/Outcomes Measures (<a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>). Supports provided should include training and support to the employee's employer and co-workers in each job placement to ensure jobs are maintained. This also includes the development of natural supports.

Information pertaining to wages, productivity, benefits and work hours shall be documented for each participant, including progress in achieving increased wages and work hours.

A written performance plan which describes program objectives and expected outcomes shall be developed. It shall include details regarding how and when objectives will be accomplished. At a minimum, the plan shall contain performance indicators that measure the percentage of people employed, the average number of hours worked per month, the number of new jobs starts, the number of job losses and reasons for job loss. The plan shall be evaluated at least biennially, revised based on actual performance, and demonstrate progress over time.

Evidence that services are provided in adherence to the Medicaid HCBS settings requirements of 42 CFR 441 530 (a)(1), including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings. Settings that isolate people from the broader community or that have the effect of isolating them from the broader community of individuals that do not receive Medicaid HCB services are presumed not to be home and community based.

All clients receiving individual employment services shall be employed earning minimum wage or better within six (6) months. If a client is not employed earning minimum wage or better by the time six (6) months has elapsed, the Contractor will assure that the following activities have been taken:

- a) Review of the progress towards employment goals;
- b) Provide evidence of consultation with the family/client; and
- c) Development of additional strategies with the family/client, county staff, employment support staff and the DDA case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the client's pursuit of employment.

The additional new strategies will be documented for each client and kept in the client's file(s).

If after twelve (12) months the client remains unemployed, an additional review will be conducted. The Contractor will address steps outlined in the previous six (6) month progress report. When requesting to participate in community inclusion services, the client shall communicate directly with their DDA case manager, as the DDA Case manager is directly responsible for authorizing Community Inclusion Services.

Staff will have the opportunity to attend conferences and receive training.

### **BILLING:**

This contract is fee-for-service. Individuals shall be billed at a rate of \$108.80 per unit, per month, from July 1, 2024 –June 30, 2025 unless a specialized rate is agreed upon by the agency, DDA Case Management and the County and the rate is documented on the County Service Authorization form. One (1) unit equals an "hour" which is at least fifty minutes of service. Partial hour to the quarter may be recorded.

Reimbursable activities are contained on the *Employment Phases and Billable Activities* document located at <a href="http://www.dshs.wa.gov/dda/county-best-practices">http://www.dshs.wa.gov/dda/county-best-practices</a>.

The contractor will not be reimbursed for service hours/units provided above the maximum service hours/units documented on the client's DDA ISP or activities outside the scope of the *Employment Phases and Billable Activities* document.

<u>Service or organizational improvement activities:</u> With the County's prior approval, the County may elect to provide reimbursement to the Service Provider for approved expenditures for activities designed to increase the quality of services provided to clients with a focus on professional development, client engagement, and capacity.

The Contractor may bill up to a maximum of \$4,000 in the purchase of software, hardware and/or assistive technology or activities related to diversity, equity and inclusion efforts as it pertains to the support of individuals receiving IE program services. The Contractor will maintain receipts of purchases that will be made available for review upon request by Kitsap County staff.

## ATTACHMENT C: SERVICE INFORMATION FORM (10/1/24)

# **Holly Ridge Center**

### CHILD DEVELOPMENT SERVICES

These services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

### **ESTIMATED NUMBER OF CHILDREN TO BE SERVED:**

The number of Children served is determined by the issuance of County Service Authorizations. The number of children served will fluctuate as children enter and leave the contractor's service over the contract period. It is estimated that Holly Ridge Center will serve between four hundred fifty (450) and five hundred (500) children per month.

### TARGETED OUTCOMES/GOALS:

Activities shall allow children with disabilities to participate in developmentally enriching activities with children without disabilities at home and in the community. Services will be provided in accordance with the requirements of Individuals with Disabilities Education Act (IDEA), Part C, Washington State's Early Support for Infants and Toddlers (ESIT) Federally Approved Plan and the Criteria for Evaluation System, and incorporate County Guide to Achieve Developmental Disability Administration's Guiding Values, Role of Children's Services, (http://www.dshs.wa.gov/dda/county-best-practices). The services will be provided in collaboration with the Local Lead Agency and in accordance with the local early intervention plan and interagency agreement(s) per Chapter 70.195 RCW.

Each child shall have an Individualized Family Service Plan (IFSP) written within 45 days of DDA referral if a current one is not in place. The IFSP should be based on the individualized functional needs of the infant or toddler and the concerns and priorities of the parents. There will be continuity between referral, assessment and treatment.

Services will begin within days 30 days of the start date on the signed IFSP unless the IFSP documents that there was an exceptional family circumstance.

The IFSP should be reviewed every six months with a new plan written annually. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.

Services will be in compliance with the natural environments criteria for IDEA, Part C and Washington State's federally-approved Early Intervention Plan. The location of services will be documented. Services and supports will be provided to the maximum extent appropriate for the individual child in naturally occurring environments. Services

will only occur in a setting other than a natural environment when early intervention services cannot be satisfactorily achieved for the individual infant or toddler in a natural environment.

Each child shall have a transition plan that is developed at least 90 days prior to the child's birthday.

Staff will have the opportunity to attend conferences and receive training.

### Billing

One (1) unit equals a "month" which is at least fifty (50) minutes of direct service.

Unit rates shall be determined by dividing the contract balance by the total number of months remaining in the contract period, divided by the total number of units provided to DD eligible children. Reimbursement shall be on a per unit basis.

The Child Development Contract funding will be \$138,712 for July 1, 2024-June 30, 2025.

- \$99,212.00 is to be utilized for Early Intervention Services.
- \$3,500.00 is to be utilized for birth to three staff training.
- \$36,000.00 is to be utilized for interpreter and documents translation.