

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <p>Provider Training Services</p>	DSHS CONTRACT #: 2165-11151
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number <hr/> Contractor Contract Number
CONTRACTOR NAME Spokane Public Schools		CONTRACTOR DBA NEWTech Skill Center
CONTRACTOR ADDRESS 4141 N Regal Spokane, WA 99207		CONTRACTOR DSHS INDEX NUMBER 2235
CONTRACTOR CONTACT TELEPHONE (509) 354-7470	CONTRACTOR FAX (509) 354-4141	CONTRACTOR E-MAIL ADDRESS karened@spokaneschools.org
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Management Services Division	DSHS CONTRACT CODE 1096LS-65
DSHS CONTACT NAME AND TITLE Stacey Owens Contract Specialist		DSHS CONTACT ADDRESS PO Box 45600 4450 10th Ave SE Lacey 98503 Olympia, WA 98504-5600
DSHS CONTACT TELEPHONE (360)725-2649	DSHS CONTACT FAX (360)407-0369	DSHS CONTACT E-MAIL ADDRESS stacey.owens@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS
CONTRACT START DATE 01/01/2021	CONTRACT END DATE 12/31/2024	MAXIMUM CONTRACT AMOUNT No Payment
ATTACHMENTS. The following Exhibits are attached to and incorporated into this Interlocal Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A – Statement of Work		
The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Cindy Coleman Chief Finance and Business Officer	DATE SIGNED 1/20/2021
DSHS SIGNATURE 	PRINTED NAME AND TITLE Stacey Owens, Contracts Manager	DATE SIGNED 1/21/2021

General Terms And Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means 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 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means 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.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include 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; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- 2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- 3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
- 4. Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- 6. Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with

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Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include 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.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided

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the contract with the recycler specifies that the confidentiality of information will 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 on-site through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms & Conditions – Interlocal Agreements

17. Disputes. Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or

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implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

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20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this

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Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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- 23. Purpose:** The purpose of this Agreement is to engage a Contractor to provide quality training to long-term care workers.
- 24. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit A, Statement of Work.
- 25. Record Maintenance.**
- a. Student Records. The Contractor agrees to maintain a record for each student. At a minimum, the record must contain:
 - (1) A copy of a class list that includes the course name, course instructor(s) name, class dates, names and contact information of students who successfully completed a class; and
 - (2) A copy of the training certificate indicating that a student has successfully completed a class, with the course name, student's name, course instructor(s) name and date of course completion.
 - b. Instructor Records. The Contractor agrees to maintain a record for each instructor. At a minimum the record must contain:
 - (1) A copy of the instructor's current professional licenses (NAC, LPN, RN, etc.); and
 - (2) Documentation to verify each instructor meets the required minimum instructor qualifications.
 - c. The Contractor agrees to maintain a student's evaluation of the training for each completed course. The evaluation must include the following topics:
 - (1) The quality of the training curriculum;
 - (2) The instructor's abilities; and
 - (3) The location and facilities of the training.
 - d. The Contractor agrees to maintain a student summary class report form for each completed course. The student summary class report must include the following information:
 - (1) Course name;
 - (2) Course start date;
 - (3) Total number of students;
 - (4) Name of instructor; and
 - (5) Summary of the student evaluations for each class.
 - e. If requested by DSHS and subject to applicable law, the Contractor agrees to transfer all records to DSHS if either party terminates this Agreement.
- 26. Reporting.** DSHS may request the Contractor send a copy of records maintained by the Contractor necessary for or incidental to the performance of work at any time. Upon such request, Contractor

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agrees to submit requested report within seven (7) working days.

27. Quality Assurance. The Contractor must:

- a. Develop a refund policy, cancellation policy, schedule change policy, replacement cost of certificates, and provide students these policies in writing.
- b. Issue or reissue training certificates to students who have successfully completed training.
- c. Offer flexible class schedules to include evening and weekend classes to accommodate a variety of working schedules.
- d. Maintain a waiting list if a class is full and contact students on this list with the next available training date.
- e. Provide sufficient supervision of instructor(s) to assure consistency and quality of service.
- f. Allow the department to conduct a random audit at any time to review training and instructor qualifications.
- g. Provide students the Contractor's contact telephone number and email address.

28. Monitoring. The Contractor must:

- a. Allow DSHS to observe classes without prior arrangement, including but not limited to evaluation visits or multiple evaluation visits.
- b. Allow DSHS to offer technical assistance to the instructor or training entity.
- c. Upon request, submit to DSHS, a performance improvement plan specific to the Contractor or any of its instructors, and its teaching materials.

29. Termination. In addition to the Termination for Default clause in the General Terms and Conditions of this Agreement, DSHS may terminate this Agreement for the following reasons:

- a. Providing instruction using materials, instructors and/or curriculum not approved by DSHS.
- b. Failing to notify DSHS of any changes in the curriculum content prior to implementation.
- c. Providing false or misleading information to students or the public about the course(s) or during the teaching of the course(s).
- d. Instructor or Training Entity:
 - (1) Has a history of significant noncompliance with federal or state laws or regulations in the provision of care or services to children or vulnerable adults;
 - (2) Surrendered or relinquished an adult family home license after receiving notice that the DSHS intended to deny, suspend, not renew, or revoke the license;
 - (3) Had a license, certification, or contract for the care of children or vulnerable adults denied, suspended, revoked or not renewed;

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- (4) Operated a facility for the care of children or adults without a license or with a revoked or suspended license; or
- (5) Failed to maintain the DSHS established minimum pass rate by students completing training on the applicable certification examination.

- 30. Approval Requirements.** Prior to utilizing an instructor, curriculum or materials to provide training under this Agreement, the Contractor agrees to:
- a. Submit an instructor application form to DSHS documenting the instructor's qualifications.
 - b. Obtain DSHS approval for any instructors prior to scheduling them to provide services.
 - c. Obtain DSHS approval of the proposed curriculum for each training course.
 - d. Obtain DSHS approval of proposed materials to be used for each training course.
- 31. Compensation.** Contractor's sole compensation for providing the services described in this Contract shall be the fees it charges to and receives from students, or from a prospective or current employer who may pay such fees on a student's behalf. Contractor shall not be entitled to compensation from DSHS.

Exhibit A

1. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
2. **Core Basic Training.** The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:
 - a. **Services Provided.** The Contractor must:
 - (1) Provide training to long-term care workers for Basic Training Core Competencies (the core basic training) utilizing a DSHS approved curriculum according to WAC 388-71-0906 through WAC 388-71-0911 and WAC 388-112A-0310 through WAC 388-112A-0320
 - (2) Meet the training standards established by DSHS in WAC 388-71-0836 through WAC 388-71-1130 and WAC 388-112A-0010 through 388-112A-1310.
 - (3) Maintain the DSHS published average pass rate for Home Care Certification testing.
 - b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors upon initial approval or hire, and ongoing meet the minimum qualifications according to WAC 388-71-1055 and WAC 388-112A-1240.
 - c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors that give priority consideration to candidates with the following desirable qualifications:
 - (1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.
 - (2) Proven skills/methods that actively engages the student in the learning and skills demonstration process
 - (3) Documented ability to teach adults in a classroom setting where students have one or more of the following:
 - (a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;
 - (b) Anxiety about classroom settings and/or testing;
 - (c) Literacy or learning disabilities; or
 - (d) Varied levels of ability to read, speak, and/or write English.
 - d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this.
 - e. **Training standards.** The Contractor shall adhere to the following standards:
 - (1) Training must not exceed eight (8) hours within one day.
 - (2) Training must include regular breaks.

- (3) Students attending classroom training are not expected to leave the class to attend to job duties, except in an emergency.
- (4) Have an easily accessible registration system by telephone, fax, mail, email, or web-based.
- (5) Classes should be taught over a reasonable amount of time, allowing students to meet their training requirements within the 120 days.
- (6) May include guest speakers, when appropriate, incorporating a multidisciplinary instructional staff and utilizing instructors in their areas of expertise (RN, OT, PT, Nutritionist, and MSW). Contractor will ensure the guest speakers meet the qualifications per 388-71-1076 and 388-112A-1230.

f. **Training Site/Facility, Course Material and Equipment.** The Contractor agrees to:

- (1) Provide a learning environment conducive to learning (adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
- (2) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.
 - (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology of instruction for each topic area.
- (3) Ensure the following equipment is available:
 - (a) A skills practice area with a bed, chair, hand washing facility, and equipment and supplies for teaching all activities of daily living (ADLS).
 - (b) A wheelchair.
 - (c) A mannequin.
- (4) If approved to offer a DSHS approved online curriculum, the course must meet the DSHS published online standards. It must include a method to determine the student has integrated the information being taught.
- (5) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.
- (6) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.

3. **Population Specific Basic Training.** The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

a. **Services Provided.** The Contractor must:

- (1) Provide training to long-term care workers for Basic Training Population Specific utilizing a DSHS approved curriculum according to WAC 388-71-0916, WAC 388-71-0921, WAC 388-112A-1000, WAC 388-112A -1010, and WAC 388-112A-1020(4)(d).
 - (2) Meet the training standards established by DSHS in WAC 388-71-0836 through WAC 388-71-1130 and WAC 388-112A-0010 through 388-112A-1310.
- b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors upon initial approval or hire, and ongoing meet the minimum qualifications according to WAC 388-71-1055 and WAC 388-112A-1240.
- c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors that give priority consideration to candidates with the following desirable qualifications:
- (1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.
 - (2) Proven skills/methods that actively engages the student in the learning and skills demonstration process
 - (3) Documented ability to teach adults in a classroom setting where students have one or more of the following:
 - (a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;
 - (b) Anxiety about classroom settings and/or testing;
 - (c) Literacy or learning disabilities; or
 - (d) Varied levels of ability to read, speak, and/or write English.
- d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this.
- e. **Training standards.** The Contractor shall adhere to the following standards:
- (1) Training must not exceed eight (8) hours within one day.
 - (2) Training must include regular breaks.
 - (3) Students attending classroom training are not expected to leave the class to attend to job duties, except in an emergency.
 - (4) Have an easily accessible registration system by telephone, fax, mail, email, or web-based.
 - (5) Classes should be taught over a reasonable amount of time, allowing students to meet their training requirements within the 120 days.
 - (6) May include guest speakers, when appropriate, incorporating a multidisciplinary instructional staff and utilizing instructors in their areas of expertise (RN, OT, PT, Nutritionist, and MSW). Contractor will ensure the guest speakers meet the qualifications per 388-71-1076 and 388-

112A-1230.

f. **Training Site/Facility and Equipment.** The Contractor agrees to:

- (1) Provide a learning environment conducive to learning (adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
- (2) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.
 - (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology of instruction for each topic area.
- (3) If approved to offer a DSHS approved online curriculum, the course must meet the DSHS published online standards. It must include a method to determine the student has integrated the information being taught.
- (4) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.
- (5) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.

4. **Dementia Specialty Training.** The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

a. **Roles and Responsibilities.**

- (1) The Contractor Must:
 - (a) Use and adhere to the current version of the DSHS-developed curriculum and materials for the Dementia Specialty trainings; or
 - (b) Use and adhere to a current and approved alternative curriculum for Dementia Specialty trainings.
- (2) Upon execution of this Contract, DSHS will provide to the Contractor:
 - (a) Training materials or instructions on how to obtain training materials necessary for this Contract.
 - (b) Testing guidelines and masters of the student test, answer key and certificate of completion.

b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors upon initial approval or hire, and ongoing meet the minimum qualifications according to WAC 388-112A-1285.

c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors with the following desirable qualifications:

- (1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.
 - (2) Proven skills/methods that actively engages the student in the learning and skills demonstration process
 - (3) Documented ability to teach adults in a classroom setting where students have one or more of the following:
 - (a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;
 - (b) Anxiety about classroom settings and/or testing;
 - (c) Literacy or learning disabilities; or
 - (d) Varied levels of ability to read, speak, and/or write English.
- d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this.
- e. **Training standards.** The Contractor shall adhere to the following standards:
- (1) Classroom training must not exceed eight (8) hours within one day.
 - (2) Training must include regular breaks.
 - (3) Students attending classroom training are not expected to leave the class to attend to job duties, except in an emergency.
 - (4) Have an easily accessible registration system by telephone, fax, mail, email, or web-based.
 - (5) Provide each student with his/her own copy of the DSHS/HCS approved course materials.
 - (6) Training can be provided in short time segments; however, it must include an entire unit, skill or concept.
 - (7) Classes should be taught over a reasonable amount of time, allowing students to meet their training requirements within the 120 days and/or any other licensing requirements.
- f. **Testing.**
- (1) The Contractor agrees to:
 - (a) Follow the DSHS testing guidelines provided with the curriculum.
 - (b) Use the most current version of the DSHS test. Ensure that managers receive the appropriate manager test, and caregivers receive the appropriate caregiver test.
 - (c) Supervise student(s) at all times, score, and provide student feedback on the test.
 - (d) Check student Photo Identification.

- (e) Provide a test environment conducive to taking a test (i.e. comfortable temperature, lighting, quiet, and private).
- (f) Not coach any student before or during the test on the test answers.
- (g) Keep the tests, answer keys, and the master Certificate of Completion in a secure location.
- (h) Never permit tests or answer keys to be outside of the Contractor's or authorized instructor's control. Copies of tests or answer keys should never be released to anyone else for any reason.
- (i) Administer tests only to students who have attended the entire course.
- (j) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.
- (k) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.

g. Training Site/Facility and Course Materials. The Contractor agrees to:

- (1) Provide an environment conducive to learning (i.e. adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
- (2) Provide appropriate supplies and equipment necessary for the particular training activities.
- (3) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.
 - (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology of instruction for each topic area.

5. Mental Health Specialty Training. The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

a. Roles and Responsibilities.

- (1) The Contractor must:
 - (a) Use and adhere to the current version of the DSHS-developed curriculum and materials for the Mental Health Specialty trainings; or
 - (b) Use and adhere to a current and approved alternative curriculum for Mental Health Specialty trainings.
- (2) Upon execution of this Contract, DSHS will provide to the Contractor:
 - (a) Training materials or instructions on how to obtain training materials necessary for this

Contract.

- (b) Testing guidelines and masters of the student test, answer key and certificate of completion.
- b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors upon initial approval or hire, and ongoing meet the minimum qualifications according to 388-112A-1270.
- c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors that give priority consideration to candidates with the following desirable qualifications:
 - (1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.
 - (2) Proven skills/methods that actively engages the student in the learning and skills demonstration process
 - (3) Documented ability to teach adults in a classroom setting where students have one or more of the following:
 - (a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;
 - (b) Anxiety about classroom settings and/or testing;
 - (c) Literacy or learning disabilities; or
 - (d) Varied levels of ability to read, speak, and/or write English.
- d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this.
- e. **Training standards.** The Contractor shall adhere to the following standards:
 - (1) Classroom training must not exceed eight (8) hours within one day.
 - (2) Training must include regular breaks.
 - (3) Students attending classroom training are not expected to leave the class to attend to job duties, except in an emergency.
 - (4) Have an easily accessible registration system by telephone, fax, mail, email, or web-based.
 - (5) Provide each student with his/her own copy of the DSHS/HCS approved course materials.
 - (6) Training can be provided in short time segments; however, it must include an entire unit, skill or concept.
 - (7) Classes should be taught over a reasonable amount of time, allowing students to meet their training requirements within the 120 days and/or any other licensing requirements.
- f. **Testing.**

(1) The Contractor agrees to:

- (a) Follow the DSHS testing guidelines provided with the curriculum.
- (b) Administer the most current DSHS test, supervise student(s) at all times, score, and provide student feedback on the test.
- (c) Use the most current version of the DSHS test. Ensure that managers receive the appropriate manager test, and caregivers receive the appropriate caregiver test.
- (d) Check student Photo Identification.
- (e) Provide a test environment conducive to taking a test (i.e. comfortable temperature, lighting, quiet, and private).
- (f) Not coach any student before or during the test on the test answers.
- (g) Keep the tests, answer keys, and the master Certificate of Completion in a secure location.
- (h) Never permit tests or answer keys to be outside of the Contractor's or authorized instructor's control. Copies of tests or answer keys should never be released to anyone else for any reason.
- (i) Administer tests only to students who have attended the entire course.
- (j) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.
- (k) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.

g. Training Site/Facility and Course Materials. The Contractor agrees to:

- (1) Provide an environment conducive to learning (i.e. adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
- (2) Provide appropriate supplies and equipment necessary for the particular training activities.
- (3) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.
 - (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology of instruction for each topic area.

6. Orientation. The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

a. Services Provided. The Contractor must:

- (1) Provide training to long-term care workers for Orientation utilizing DSHS-approved orientation materials according to WAC 388-71-0841 through WAC 388-71-0846 and 388-112A-0200 through 388-112A-0210.
 - (2) Meet the training standards established by DSHS in WAC 388-71-0841 through WAC 388-71-1130 and 388-112A-0010 through 388-112A-1310.
- b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors, upon initial approval or hire, and ongoing, meet the minimum qualifications according to WAC 388-71-1060 and WAC 388-112A-1260.
- c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors that give priority consideration to candidates with the following desirable qualifications:
- (1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.
 - (2) Proven skills/methods that actively engages the student in the learning and skills demonstration process.
 - (3) Documented ability to teach adults in a classroom setting where students have one or more of the following:
 - (a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;
 - (b) Anxiety about classroom settings and/or testing;
 - (c) Literacy or learning disabilities; or
 - (d) Varied levels of ability to read, speak, and/or write English.
- d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this.
- e. **Training Standards.** The Contractor shall adhere to the following standards:
- (1) Training must include regular breaks.
 - (2) Students attending classroom training are not expected to leave the class to attend to job duties, except in an emergency.
 - (3) Course should be two hours at a minimum.
- f. **Training Site/Facility, Course Material and Equipment.** The Contractor agrees to:
- (1) Provide a learning environment conducive to learning (adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
 - (2) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.

- (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology for each topic area.

(3) If approved to offer a DSHS approved online curriculum, the courses must meet the DSHS published online standards. It must include a method to determine the student has integrated the information being taught.

(4) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.

(5) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.

7. Safety. The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

a. **Services Provided.** The Contractor must:

(1) Provide training to long-term care workers for Safety utilizing DSHS-approved safety materials according to WAC 388-71-0850 through WAC 388-71-0855 and WAC 388-112A-0220 through WAC 388-112A-0230.

(2) Meet the training standards established by DSHS in WAC 388-71-0841 through WAC 388-71-1130 and WAC 388-112A-0010 through WAC 388-112A-1310.

b. **Mandatory Instructor Qualifications.** The Contractor agrees to ensure all instructors upon initial approval or hire and ongoing meet the minimum qualifications according to WAC 388-71-0855 and WAC 388-112A-1260.

c. **Desired Instructor Qualifications.** The Contractor agrees to have procedures for hiring instructors that give priority consideration to candidates with the following desirable qualifications:

(1) Understanding of adult learning principles and documented ability to use the most effective teaching methods.

(2) Proven skills/methods that actively engages the student in the learning and skills demonstration process.

(3) Documented ability to teach adults in a classroom setting where students have one or more of the following:

(a) Varied levels of ability, experience, and/or knowledge ranging from no knowledge to professionals with years of experience;

(b) Anxiety about classroom settings and/or testing;

(c) Literacy or learning disabilities; or

(d) Varied levels of ability to read, speak, and/or write English.

- d. **Instructor training.** The Contractor shall ensure if an instructor is deficient in any area listed in the Desired Qualifications Section of this Contract, the Contractor will take steps to enhance the instructors skill set. For example, the Contractor may use continuing education, self-paced online learning, coaching, and observation of other instructors to achieve this
- e. **Training Standards.** The Contractor shall adhere to the following standards:
 - (1) Training must include regular breaks.
 - (2) Students attending classroom training must not be expected to leave the class to attend to job duties, except in an emergency.
 - (3) Course should be three hours at a minimum.
- f. **Training Site/Facility, Course Material and Equipment.** The Contractor agrees to:
 - (1) Provide a learning environment conducive to learning (adequate light and ventilation, appropriate temperature, space where students will not be disturbed or interrupted).
 - (2) Provide each student with his/her own copy of the DSHS approved course materials, including:
 - (a) Student materials.
 - (b) Course outline, including;
 - i. Course requirements for satisfactory completion.
 - ii. Identification and description of each topic area.
 - iii. Instructional methodology for each topic area.
 - (3) If providing any online courses, the courses must meet the DSHS published online standards. It must include a method to determine the student has integrated the information being taught
 - (4) Award a DSHS Training Certificate to students who successfully complete the course in a timely manner. The number of hours of course instructions should be on the certificate.
 - (5) If requested by a student at a later date, re-issue their Training Certificate, not to exceed a nominal fee.